784

SUPREME COURT OF THE UNITED STATES.

No. 82.

JEREMIAH CARPENTER, PLAINTIFF IN ERROR,

VS.

THE PROVIDENCE WASHINGTON INSURANCE COMPANY.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF RHODE ISLAND.

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S. D. Langtree, Print.

THE UNITED STATES OF AMERICA,
District of Rhode Island, to wit:

At a circuit court of the United States, for the first circuit in and for the Rhode Island district, begun and holden at the city of Providence on the sixteenth day of November, in the year of our Lord one thousand eight hundred and forty.

Present: the honorable Joseph Story, Associate Justice of the Supreme Court of the United States; the honorable John Pitman, judge of Rhode Island district; Richard W. Greene, Esquire, attorney; Bunington Anthony, Esquire, marshal; John T. Pitman, clerk.

Among other, were the following proceedings, to wit:

JEREMIAH CARPENTER
vs.
WASHINGTON INSURANCE COMPANY.

Be it remembered, that heretofore, to wit, on the twelfth day of September, in the year of our Lord one thousand eight hundred and thirty-nine, the said Jeremiah Carpenter, by Whipple and Rivers, his attornies, prosecuted and sued forth out of the circuit here the writ for the United States of America, directed to the marshal of the Rhode Island district aforesaid, in the words and of the tenor following, to wit:

Writ.

RHODE ISLAND DISTRICT, *sc.*

The President of the United States of America to the Marshal of said District, or to his deputy, greeting:

We command you to summon the Providence Washington Insurance Company, a company duly incorporated by the Legislature of the State of Rhode Island, &c., and all the stockholders of which are citizens of said State of Rhode Island and Providence Plantations, to answer the complaint of Jeremiah Carpenter of Paterson, in the State of New Jersey, a citzen of the State of New Jersey, at the next circuit court, to be holden at Providence, within and for the Rhode Island district, on the fifteenth day of November next en-

suing the date hereof, in an action of the case for that the defendants have not kept and performed the promises to plaintiffs made, but the same have broken, as by the declaration to be filed in court, will be fully set forth, to the damage of the plaintiff twenty-five thousand dollars. Hereof fail not, and make true return of this writ, with your doings thereon.

Witness the honorable Roger B. Taney, our Chief Justice,
[L. S.] at Providence this twelfth day of September, Anno Domini, 1839.

JOHN T. PITMAN,
Clerk.

And on the same twelfth day of September, in the year of our Lord one thousand eight hundred and thirty-nine, Bunington Anthony, Esquire, marshal, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the court here, thus endorsed, to wit:

Marshal's Return.

UNITED STATES OF AMERICA,
Rhode Island District, sc.

September 12th, 1839, made service of this writ by reading the within in the presence and hearing of Sullivan Don, Moses B. Ives, Robert H. Ives, Carlo Mauran, Charles Jackson, Elisha Dyer, they being directors of the Providence Washington Insurance Company; and I have also on the same day, left a certified copy of this writ with Warren S. Greene, secretary of said company, and on the 15th day of September, made further service of this writ by reading the within in the presence and hearing of Benjamin Hoppin and Henry P. Franklin, they being also directors of said company, all which as commanded.

Fees of services - - - - - -	$18 00
One copy - - - - -	50
	$18 50

B. ANTHONY,
United States Marshal.

And the aforesaid Jeremiah Carpenter, by his attornies, Whipple and Rivers, afterwards, to wit, at the November term of said court, 1839, declared against the said Providence Washington Insurance Company in the plea aforesaid, in form following, to wit:

Declaration.

CIRCUIT COURT OF THE UNITED STATES,
November Term, 1839.

RHODE ISLAND DISTRICT, *sc.*

Jeremiah Carpenter of Paterson, in the State of New Jersey, a citizen of the State of New Jersey, complains of the Providence Washington Insurance Company, a company duly incorporated by the General Assembly of the State of Rhode Island and Providence Plantations, and all the stockholders in which are citizens of said State of Rhode Island, &c., summoned by the marshal in an action of the case, for that the said Jeremiah Carpenter at Providence, in said State of Rhode Island, &c., on the twenty-seventh day of September, A. D. 1838, a certain writing, commonly called a policy of insurance, caused to be made, wherein is contained, that the said Jeremiah Carpenter did make assurance, and caused himself to be insured against loss or damage by fire to the amount of fifteen thousand dollars, viz: fourteen thousand dollars on his factory building, and weave-shop adjoining, and on the fixtures and machinery contained therein, and one thousand dollars on stock in said buildings (built of wood) situate in the town of Livingston, Columbia county, State of New York, called the "Glenco Cotton Factory," said insurance being made with reference to the proposal on which policy No. 2135 was issued; said policy of insurance being expressed in the words and figures, following, to wit: (See copy marked A, herewith filed, and to be taken as here inserted, as a part of this declaration.)

In witness whereof the said Providence Washington Insurance Company caused said policy to be signed by Sullivan Don, their president, and attested by Warren S. Greene, their secretary, on the day and year and at the place aforesaid. Said policy to continue for one year, to wit, from said twenty-seventh day of September, A. D. 1838, to the twenty-seventh day of September A. D. 1839, of all which the said defendants had due notice, and therefore on the day and year aforesaid, and of the place aforesaid, in consideration that the plaintiff had paid them the sum of two hundred and forty-three dollars and seventy-five cents, as a premium for said fifteen thousand dollars, so by them insured as aforesaid, according to the tenor of the aforesaid insurance, and promised to perform all the things in the writing aforesaid contained, on the part of him, the said plaintiff, to be performed, the said defendants promised the said plaintiff that they would become, and did then and there become insurers of the said "Glenco Cotton Factory," weave-shop, fixtures and machinery, and stock in said factory, for the sum aforesaid, during the term of one year from said twenty-seventh day of September, A. D. 1838, to the twenty-seventh day of September, A. D. 1839, at twelve o'clock at noon, according to the tenor and effect of the policy aforesaid.

And the plaintiff avers that at the time of the execution of said policy of insurance by said Washington Insurance Company, at the time of the loss as aforesaid, to wit, on the ninth day of April, A. D. 1839, and during the continuance of said policy, he was the owner of said property by said policy insured, and was interested in said property to the whole amount so by said Washington Insurance Company insured, to wit, the sum of fifteen thousand dollars.

And the plaintiff avers that on the ninth day of April, A. D. 1839, at said Livingston, to wit, at said Providence said cotton factory building and weave-shop adjoining, fixtures, machinery, and all the stock contained in said building were totally destroyed by fire; of all which the said defendants on the thirtieth day of April, A. D. 1839, at said Providence, had notice and proof; and although the plaintiff hath performed all things on his part by virtue of said policy to be perfomed, yet the said defendants have not paid the plaintiff the said sum of fifteen thousand dollars, nor any part thereof, although thereto often requested, and especially on the first day of July, A. D. 1839, at said Providence.

And also for that the said Providence Washington Insurance Company, on the twelfth day September, A. D. 1839, at said Providence, being justly indebted to the plaintiff in the sum of twenty thousand dollars, as well for so much money then before that time had and received by the defendants to the plaintiff's use, as for so much money then before that time lent and advanced by the plaintiff to the defendants, at their special instance and request, and for so much money before that time paid, laid out and expended by the plaintiff for the defendants, at their special instance and request, in consideration thereof then and there promised the plaintiff to pay him said last mentioned sums on request.

And also for that the defendants, on the twelfth day of September, A. D. 1839, at said Providence, being indebted to the plaintiff in the sum of twenty thousand dollars for so much money then and there due from the defendants to the plaintiff, for interest on certain large sums of money then and there due and owing from the defendants to the plaintiff, in consideration thereof then and there promised the plaintiff to pay him the same sum on request; yet, though often requested, the said Providence Washington Insurance Company has not paid said sums or any part of the same, but have utterly refused so to do, to the damage of the plaintiff twenty-five thousand dollars, as laid in his writ, dated the twelfth day of September, A. D. 1839.

Wherefore he sues, by his attorneys, Whipple and Rivers.

Policy annexed to Declaration.

No. 4361.

$15,000.

Providence Washington Insurance Company.

By this policy of insurance, the Providence Washington Insurance Company ,in consideration of two hundred and forty-three dollars 75 cents, to them paid by the insured hereinafter named, the receipt whereof is hereby acknowledged, do insure Jeremiah Carpenter, against loss or damage by fire, to the amount of fifteen thousand dollars, viz: fourteen thousand dollars on his factory building and weave shop adjoining, and on the fixtures and machinery contained therein, and one thousand dollars on stock in said buildings, (built of wood,) situate in the town of Livingston, Columbia county, State of New York, called the "Glenco Cotton Factory;" and this insurance is made with reference to the proposal on which policy "No. 2135" was issued.

And the said company do hereby promise and agree to make good unto the said insured, his executors, administrators, and assigns, all such loss or damage, not exceeding in amount the sum insured, as shall happen by fire to the property as above specified, during one year, to wit: from the twenty-seventh day of September, one thousand eight hundred and thirty-eight (at twelve o'clock at noon) unto the twenty-seventh day of September, one thousand eight hundred and thirty-nine, (at twelve o'clock at noon) the said loss to be estimated according to the true and actual value of the said property at the time the same shall happen; and to be paid within sixty days after due notice and proof thereof made by the insured, in conformity to the conditions annexed to this policy. Provided always, and it is hereby declared, that this corporation shall not be liable to make good any loss or damage by fire, which may happen or take place by means of invasion, insurrection, riot, or civil commotion, or of any military or usurped power. And provided further, that in case the insured shall have already any other insurance against loss by fire on the property hereby insured, not notified to this corporation, and mentioned in or endorsed upon this policy, then this insurance shall be void and of no effect. And if the said insured, or his assigns shall hereafter make any other insurance on the same property, and shall not, with all reasonable diligence, give notice thereof to this corporation, and have the same endorsed on this instrument, or otherwise acknowledged by them in writing, this policy shall cease and be of no further effect. And in case of any other insurance upon the property hereby insured, whether prior or subsequent to the date of this policy, the insured shall not, in case of loss or damage, be entitled to demand or recover on this policy any greater portion of the loss or damage sustained than the

amount hereby insured shall bear to the whole amount insured on the said property.

And it is agreed and declared to be the true intent and meaning of the parties hereto, that in case the abovementioned premises shall at any time after the making, and during the time this policy would otherwise continue in force, be appropriated, applied or used to and for the purpose of carrying on or exercising therein, any trade, business, or vocation, denominated hazardous or extra hazardous, or specified in the memorandum of special rates, in the proposals annexed to this policy, or for the purpose of storing therein, any of the articles, goods, or merchandise, in the same proposal denominated hazardous or extra hazardous, or included in the memorandum of special rates, unless herein otherwise specially provided for, or hereafter agreed by this corporation in writing, to be added or endorsed upon this policy, then and from thenceforth, so long as the same shall be so appropriated, applied, or used, these presents shall cease and be of no force or effect.

And it is moreover declared, that this insurance is not intended to apply to or cover any books of accouut, written securities, deeds, or evidences of title to lands, nor to bonds, bills, notes, or other evidences of debt, nor to money or bullion. And that this policy is made and accepted in reference to the proposals and conditions hereto annexed, which are to be used and resorted to, in order to explain the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for.

☞ This insurance (the risk not being changed) may be continued for such further term as shall be agreed on, provided the premium therefor is paid, and endorsed on this policy, or a receipt given for the same.

☞ The interest of the insured in this policy is not assignable, unless by consent of this corporation, manifested in writing; and in case of any transfer or termination of the interest of the insured, either by sale or otherwise, without such consent, this policy shall from thenceforth be void and of no effect.

In witness whereof, the Providence Washington Insurance Company have caused these presents to be signed by their president, and attested by their secretary in Providence, this twenty-seventh day of September, in the year of our Lord one thousand eight hundred and thirty-eight.

SULLIVAN DORR,
President.

Attested:

WARREN S. GREENE, *Secretary.*

Proposals by the Providence Washington Insurance Company for Insuring Houses, Manufactories, Buildings, Goods, Machinery and Merchandize, from loss or damage by Fire.

CLASSES OF HAZARDS AND RATES OF ANNUAL PREMIUMS.

1st class of hazards.—Buildings of brick or stone, covered with tile, slate, or metal, the doors and windows of solid iron	22 cents per $100
2d class of hazards.—Buildings of brick or stone, covered with tile, slate or metal	25 cents per $100
3d class of hazards.—Buildings of brick or stone, roofs three-fifths of tile, slate or metal, the rest shingled	30 cents per $100
4th class of hazards.—Buildings of brick or stone, covered with wood	37½ cents per $100
5th class of hazards.—Buildings of frame, filled in with brick, the front entirely brick	50 cents per $100
6th class of hazards.—Frame buildings, filled in with brick	62½ cents per $100
7th class of hazards.—Frame buildings, hollow walls, with brick front	70 cents per $100
8th class of hazards.—Buildings entirely of wood	75 to 100 cts. pr $100

Not hazardous.—Goods *not hazardous* are to be insured at the same rates as the buildings in which they are contained, and are such as are usually kept in dry-goods stores; including also household furniture and linen, cotton in bales, coffee, flour, indigo, potash, rice, teas, sugars, spices, paints ground in oil, and threshed grain.

Hazardous.—The following trades, goods, wares and merchandize are considered *hazardous*, and are charged with additional premium: booksellers' stock, chair makers, chocolate makers, confectioners, china, glass and earthenware in packages, flax, hemp, jewellers' stock, milliners, musical instrument sellers' stock, oil, pitch, pictures and prints, sail makers, ship chandlers, spirituous liquors, saltpetre, tar, turpentine, tavern-keepers, tobacco manufacturers and watchmakers' stock.

Extra hazardous.—The following trades and occupations, goods, wares and merchandize are deemed *extra hazardous*, and will be charged with a still greater additional premium, viz: aqua fortis, apothecaries or druggists, boat builders, coach makers, cabinet makers, carpenters, in their own shops, or buildings erecting or repairing, chemists, china, glass and earthenware unpacked, and buildings in which the same are packed, coopers, dyers, ether, founders, fodder and grain unthreshed, hay, musical instrument makers, spirits of turpentine, straw, soap boilers and tallow chandlers, and all

manufactories requiring the use of fire heat. ☞Gunpowder is not insurable unless by special agreement.

Special.—Mem. bakeries, breweries, book binderies, distilleries, fulling-mills, grist-mills, malt-houses, paper-mills, printing offices, sugar refineries and saw-mills will be insured at special rates of premium.

Country houses.—N. B. Country houses, standing detached from other buildings, though of the 6th, 7th and 8th class, will be insured at 50 cents per one hundred dollars. Barns and stables in the country at 75 cents ditto ditto.

Ships in port, or their cargoes, and ships building or repairing, may be insured against fire.

Conditions of Insurance.

I. Applications for insurance on property out of the town of Providence, must be in writing, and specify the construction and materials of the buildings to be insured, or containing the property to be insured; by whom occupied; whether as a private dwelling or otherwise; its situation with respect to contiguous buildings, and their construction and materials; whether any manufactory is carried on within or about it; and in case of goods and merchandize whether or not they are of the description denominated hazardous or extra hazardous. And if any person insuring any building or goods shall describe the same otherwise than as they really are, so that the same be insured at less than the usual rate of premium, such insurance shall be void and of no effect.

II. No insurance, whether original or continued, shall be considered as binding, until the actual payment of the premium.

III. Goods held in trust or on commission are to be declared and insured as such; otherwise the policy will not cover such property.

IV. Policies of insurance made by this company shall not be assignable without the consent of the company, expressed by endorsement thereon.

V. Notice of all previous insurances upon property insured by this company shall be given to them, and endorsed on this policy, or otherwise acknowledged by the company in writing, at or before the time of their making insurance thereon; otherwise the policy made by this company shall be of no effect. And in case of subsequent insurances on property insured by this company, notice thereof must also, with all reasonable diligence, be given to them, to the end that such subsequent insurance may be endorsed on the policy made by this company, or otherwise acknowledged in writing; in default whereof, such policy shall thenceforth cease and be of no effect. And in case of loss, this company shall be liable for such rateable proportion of loss or damage happening to the subject insured, as the amount insured by this company shall bear to the whole amount insured thereon, without reference to the date of the different policies.

VI. This company will be liable for losses on property burnt by lightning, but not for any loss or damage by fire happening by means of any invasion, insurrection, riot or civil commotion, or of any military or usurped power.

VII. Books of account, written securities, or evidences of debt, title deeds, writings, money or bullion, are not deemed objects of insurance.

VIII. Jewels, plate, medals, paintings, statuary, sculptures, and curiosities, are not deemed to be included in any insurance, unless specified in the policy.

IX. All persons insured by this company, and sustaining loss or damage by fire, are forthwith to give notice thereof to the company; and as soon after as possible to deliver in a particular account of such loss or damage, signed with their own hands, and verified by their oath, or affirmation, and also if required, by their books of account and other proper vouchers; they shall also declare on oath, whether any and what other insurance has been made on the same property, and procure a certificate under the hand of a magistrate, notary public, or clergyman, (most contiguous to the place of the fire, and not concerned in the loss) that they are acquainted with the character and circumstances of the person or persons injured; and that having investigated the circumstances in relation to such loss, do know or verily believe, that he, she, or they, really and by misfortune, and without fraud or evil practice, hath or have sustained by such fire, loss and damage, to the amount therein mentioned, and until such proofs, declarations and certificates are produced, the loss shall not be payable: Also, if there appear any fraud, or false swearing, the claimant shall forfeit all claim by virtue of this policy.

X. Payment of losses shall be made in sixty days after the loss shall have been ascertained and proved, without any deduction whatever; and in case differences shall arise, touching any loss or damage, it may be submitted to the judgment of arbitrators, indifferently chosen, whose award in writing shall be binding on the parties.

XI. Insurance may be made for seven years by paying the premium for six years, and for a less number of years than seven, a reasonable discount shall be allowed.

XII. Insurance once made, may be continued for such further term as may be agreed on, the premium therefor being paid and endorsed on the policy, or a receipt being given for the same; and they shall be considered as continued under the original representation, in so far as it may not be varied by a new representation in writing, which in all cases it shall be incumbent on the party insured to make, where the risk has been changed either within itself, or by the surrounding or adjacent buildings.

PROVIDENCE WASH. INS. OFFICE,

MR. JEREMIAH CARPENTER. *Sept.* 27, 1838.

Dear Sir: Annexed we hand you a policy on your factory, &c., having divided the amount to *read* $14,000 on buildings and machinery, and $1,000 on stock, which we presume will be agreeable to you, the company having adopted the rule to specify the amount on the different items of insurance.

Yours respectfully,

WARREN S. GREENE,
Secretary.

And afterwards, to wit, at said November term, 1839, came the said Providence Washington Insurance Company, and by their attorney, Richard W. Greene, made their plea in the form and words following, to wit:

Plea.

And the said defendants come and defend the wrong and injury when, &c., and say that they never promised the plaintiff in manner and form as alleged in his declaration, and of this they put, &c.

By R. W. GREENE,
their Attorney.

And the plaintiff to said plea, made the following replication by his attorneys Whipple and Rivers.

Replication.

And the plaintiff likewise,

By WHIPPLE & RIVERS.
his Attorneys.

And the case being continued from term to term, unto the present, is now called for trial and committed to the following jury.

Jury.

Rufus Smith, Larned Scott, Russell D. Walker, Thomas A. Waite, Barton Murry, Nathan W. Lockwood, Daniel Kimball, Ambrose Martin, John B. Brown, Joseph Howard, Thomas H. Tyler, John Anderson, who returned the following verdict.

Verdict.

The jury find the defendants did not promise in manner and form as the plaintiff hath alleged in his declaration.

JOHN ANDERSON,
Foreman.

Judgment.

Which verdict being affirmed by the jury and accepted by the court, therefore it is considered by the court here, that the defendants have and recover of the plaintiff their costs of suit taxed at dollars cents.

Plaintiff's Bill of Exceptions.

RHODE ISLAND DISTRICT, *ss.*
Circuit Court of the United States, November Term, 1840.

JEREMIAH CARPENTER,
vs.
PROVIDENCE WASHINGTON INSURANCE COMPANY.

Be it remembered, that upon the trial of the aforesaid issue, before said jury duly impannelled to try the same.

The plaintiff to maintain said issue on his part, proved and read in evidence the policy declared upon, dated September 27th, 1838, which is in the words and figures following, to wit: [See policy annexed, marked A.]

And the plaintiff further read in evidence the application to the Providence Washington Insurance Company, for insurance for Egbert Reed & Co., which proposals are dated September 10th, 1835, No. 2135, and are annexed hereunto, see paper annexed, marked (G.)

And also, the plaintiff read in evidence a letter of the Washington Insurance Company to Egbert Reed & Co., bearing date of September 14, 1835, which letter is in the words and figures following, to wit:

PROVIDENCE WASHINGTON INSURANCE OFFICE.
September 14th, 1835.

Messrs. EGBERT REED & Co.

Gentlemen: Your proposals for insurance on your mills in Livingston of 10th instant is received.

This company will make you a policy for $15,000 on the mill, machinery and stock if you wish it for one year, at a premium of (1 5-8) one and five eighths per cent. per annum.

Should you conclude to have it done with us, you can remit the amount of premium, and 50 cts. for the policy, in a sight draft on New York, and we will forward you the policy.

For the Company, I am, respectfully yours,
W. DABNEY, *Sec'y.*

And the plaintiff further read in evidence a policy of insurance from the Washington Insurance Company to Egbert Reed & Co.

dated September 19th, 1835, No. 2135, and the memorandum therein, dated September 28th, 1836, and the endorsement thereon, dated October 31, 1836, all which are hereunto annexed, marked (P.)

And the plaintiff further read in evidence the renewal receipt, from said Washington Insurance Company, which said renewal receipt is in the words and figures following, to wit:

Dollars 15,000, 1 5-8 243 75-100.

PROVIDENCE WASHINGTON INSURANCE COMPANY.

Renewal receipt, No. 2528.

Received of Egbert Reed & Co., two hundred and forty-three 75-100 dollars, being for premium on fifteen thousand dollars, insured by the Providence Washington Insurance Company, by their policy No. 2135, which policy is hereby continued in force for one year more, viz: from the 27th day of September, 1836, at 12 o' clock at noon, until the 27th day of September, 1837, at 12 o'clock at noon.

In witness whereof, the Providence Washington Insurance Company have caused these presents to be signed by their president, and attested by their secretary, in Providence, this 28th day of September, in the year of our Lord one thousand eight hundred and thirty-six.

Attested, RICHARD JACKSON,
President.

C. H. DABNEY, *Secretary.*

And the plaintiff further read in evidence, the policy of insurance from the Providence Washington Insurance Company to Henry M. Wheeler & Co., dated September 27th, 1837, and the endorsements thereon, one dated December 15, 1837, and one dated May 3, 1838, all which are hereunto annexed, marked (R.)

To show his interest in the premises, the plaintiff proved and read in evidence a deed to him of one half of the premises from Samuel G. Wheeler, dated the sixth day of December, A. D. 1837, which conveyance was subject to a mortgage on the premises of ($8,000) eight thousand dollars, given by Samuel G. Wheeler to Epenetus Reed. And also, another deed of the other moiety of the premises from Henry M. Wheeler to the plaintiff, dated April 18th, 1838, subject also to a mortgage of ($6,000) six thousand dollars, on the premises given by Henry M. Wheeler to said Epenetus Reed, and which last mortgage the plaintiff assumed to pay by the terms of the deed from said Henry M. Wheeler to him; and the plaintiff also read in evidence said mortgages, one dated 13th June, 1835, one dated 17th October, 1836, which the plaintiff insisted proved his interest in the premises, which said deeds and mortgages are hereunto annexed, marked (B, C, D and E.)

And the plaintiff also introduced and read in evidence all the eliminary proof required by the terms of said policy, and evi-

dence of the destruction of said property on the 9th of April, A. D. 1839, and an account of the loss which he had sustained by said fire, amounting to twenty-four thousand twenty dollars and sixty-five cents, as appears by papers hereunto annexed, marked (F.) And the plaintiff thereupon, insisted that he was entitled to recover the amount of said policy, to wit, the sum of ($15,000) fifteen thousand dollars, with interest thereon.

And the defendants to maintain the issue on their part read in evidence a policy of insurance issued from the American Insurance Company to Henry M. Wheeler & Co., No. 1148, bearing date December 12, 1836, and the endorsements thereon, one dated December 14, 1837, and one dated May 4, 1838, and the letters in said endorsements referred to, all which are hereunto annexed marked (FF).

And the defendants further read in evidence the renewal receipt from said American Insurance Co. which said renewal is in the words and figures following, to wit:

AMERICAN INSURANCE COMPANY, Renewal receipt No. 955.

PROVIDENCE, December 14, 1837.

Rec'd of Henry M. Wheeler & Co. ninety-seven 50-100 dollars being for premium on six thousand dollars insured by their policy No. 1148, which policy is hereby continued in force for one year, viz: from the twelfth day of December 1837, at 12 o'clock at noon, to the 12th day of December 1838, at 12 o'clock at noon.

WILLIAM RHODES,
President.

A. O. PECK, *Sec'y.*

And the defendants read in evidence a renewal receipt from said American Insurance Co. in Providence, which said renewal receipt is in the words and figures following, to wit:

AMERICAN INSURANCE COMPANY, Renewal receipt No. 1247.

PROVIDENCE, December 11, 1838.

Received of Jeremiah Carpenter ninety-seven 50-100 dollars, being for premium on six thousand dollars as insured by policy No. 1148, which is hereby continued in force for one year, from the 12th day of December 1838, at 12 o'clock at noon, to the 12th day of December 1839, at 12 o'clock at noon.

WILLIAM RHODES,
President.

A. O. PECK, *Sec'y.*

And the defendants further read in evidence the following letters to wit, a letter from Saml. G. Wheeler to the American In-

surance Co., dated December 8, 1838, and a letter from Jeremiah Carpenter to the American Insurance Co., dated December 10, 1838, all which are in the words and figures following, to wit:

PATERSON, December 8, 1838.

ALLEN O. PECK, ESQ.,
Sec'y. American Ins. Co.

Dear Sir: — I received a notice from your office of the policy of Insurance on Glenco Factory, which expires on 12th inst. Those works now belong to Jeremiah Carpenter my son-in-law, who resides at Glenco. If you will be so kind as to forward him renewal receipt he will forward you a check on one of the New York city banks for amount of premium.

Direct JEREMIAH CARPENTER,
GLENCO MILLS, HUDSON, N. Y.

Respectfully yours &c.,
SAMUEL G. WHEELER.

GLENCO, December 10, 1838.

MR. A. O. PECK.

Dear Sir: — Above I hand you sight draft on G. A. Bicknell & Son, New York, for $97 50-100 being for premium one year. You may draw me a new policy if you please, the Washington Co. done so.

Yours respectfully,
J. CARPENTER.

And the plaintiff further read in evidence a letter from Samuel G. Wheeler to the American Insurance Company, bearing date the 14th day of November A. D. 1836, which said letter is in the words and figures following, to wit:

PATERSON, N. J., 14th November 1836.

GIDEON THORNTON, ESQ., *Sec'y. Amer. Ins. Co.*

Dear Sir:—I wish to insure $10,000 on the Glenco Cotton Factory, formerly belonging to Egbert Reed & Co., my brother being the company and owning one half. I have recently purchased the Reed half, and my brother and myself are the entire owners. We have $15,000 insured at the Prov. Washington Insurance Office, where you can see a description of the property. My brother lives on the premises and has the entire charge and superintendence of the whole works. Want the risk, say $2,500 on building water wheel and gearing, $6,000 on machinery and $1,500 on stock, cloth and yarn in the mill. If you will insure at the same premium the Prov. Washington Co. do, you can fill a policy, forward it to me 42 Pine street New York, and draw at three days sight for amount of premium. I wish permission given to assign the policy to Epenetus Reed. Please made it in the name of Henry

M. Wheeler & Co., this is the firm under which the business of the mill is conducted.

Your early attention and reply will much oblige your friend,

SAM. G. WHEELER.

And the plaintiff further read in evidence the reply to said last mentioned letter, which said reply is in the words and figures following, to wit:

OFFICE OF THE AMERICAN INSURANCE CO.,
Providence, Nov. 17th, 1836.

Mr. SAMUEL G. WHEELER,

Sir: Yours of the 14th instant was duly received, and at your suggestion the survey of the Glenco cotton factory, at the Prov. Wash. Office, was examined, and it was found that the whole establishment there was valued at nineteen thousand dollars, upon fifteen thousand dollars (as much as is deemed proper on such a calculation) being insured. The American Insurance Company decline the risk you have proposed. The company will insure on factories in New York or almost any part of the country, and for you on your establishment if there has been additions to its value, or other circumstances that will render further insurance on the same proper, in their opinion.

Yours, respectfully,

GIDEON THORNTON,
Secretary.

And also a letter from said Samuel G. Wheeler, bearing date December 6th, A. D. 1836, to said Amercan Office, which said letter is in the words and figures following, to wit:

NEW YORK, *Dec.* 6, 1836.

G. THORNTON, Esq.
Secretary American Insurance Company.

Dear Sir: Your favor of 17th I duly received. When I applied to you for insurance on the Glenco factory, it did not occur to me that the whole works had been nearly doubled both in machinery and buildings since the insurance was made at the Wash. office. The addition to the factory building is 35 by 70, 1½ story high; the lower part occupied as a weaving room, in which is 48 looms. The upper part will be occupied as a dresser room. This building is new geared in the best manner, at an expense of $1,500 to $2,000; 20 new looms have been added since this building was erected, with all machinery to make yarn to keep them in full operation.

I have not now the particular items of the additional expenditures, but should think it would amount to fully $10,000. All the machinery is new within the last two years. Every part of the works is in full operation, and many improvements have been made

within the last year which lessen the risk. We consider the whole works as worth at least $40,000. We presume this explanation will be sufficient to warrant your office to insure for the $10,000, agreeable to my former letter, if so you will please fill policy and send it to me and draw at sight for the premium.

I am respectfully, your friend,

SAMUEL G. WHEELER.

And the plaintiff further read in evidence the following assignment of said policy of insurance at the American Insurance Co.'s office to Henry M. Wheeler & Co., No. 1148, dated Dec. 12, 1836, to Epenetus Reed, which assignment is in the words and figures following, to wit:

Mr. EPENETUS REED.

Sir: Through mistake I assigned to you a policy of insurance made at the American Insurance Company, Providence, on the Glenco factory, in my individual name. Said policy was made to Henry M. Wheeler & Co., and I do hereby assign to you all interest they have in said policy.

HENRY M. WHEELER & CO.

Paterson, 21st January, 1837.

And the plaintiff further read in evidence a letter from Samuel G. Wheeler to said American Insurance Office, dated April 28th, 1838, which letter is in the words and figures following:

PATERSON, 28*th April*, 1838.

A. O. PECK, Esq.

Secretary American Insurance Company.

Dear Sir: My brother and myself have sold the Glenco Mill to Mr. Jeremiah Carpenter, (my son-in-law) who has gone there to reside and superintend the works. There is insurance on the mill at your office for six thousand dollars or upwards, payable to Epenetus Reed in case of loss. Please give the consent of your company to this transfer, still leaving it payable to Mr. Reed in case of loss. Mr. Reed having the policy, do not now recollect when it expires; whenever it does please send me a renewal receipt, and draw at 5 days sight for premium.

Respectfully, your friend,

SAMUEL G. WHEELER.

And the plaintiff further read in evidence the following assignment, which assignment is endorsed on the back of a letter from A. O. Peck to Samuel G. Wheeler, dated May 4th, 1838, which said assignment is in the words and figures following, to wit:

"Agreeable to the within instrument, we do hereby transfer all our interest in said policy of insurance to Jeremiah Carpenter; in case of loss to be paid to Epenetus Reed.

Paterson, 17 May, 1838.

SAMUEL G. WHEELER,
HENRY M. WHEELER.

Also the said letter of A. O. Peck, secretary of the American Insurance Company, to Samuel G. Wheeler, bearing date May 4, 1838, which letter is in the words and figures following, to wit:

PROVIDENCE, *May* 4, 1838.

SAMUEL G. WHEELER.

SIR: In reply to yours of the 28th April, I am directed to say to you that this Company consent to the assignment by yourself and your brother of your respective interests in policy No. 1148, on the Glenco Mill, to Jeremiah Carpenter.

I am, sir, A. O. PECK, *Secretary.*

The plaintiff read in evidence the following assignment, which assignment is also endorsed on the back of said letter from A. O. Peck to Samuel G. Wheeler, dated May 4, 1838; which said assignment is in the words and figures following, to wit:

"Agreeably to the above assignment from Henry M. and Samuel G. Wheeler, I do hereby transfer all my interest in said policy to Epenetus Reed, the original policy being made payable, in case of loss, to him.

"JEREMIAH CARPENTER.

"Glenco Mills, May 23, 1838."

And the plaintiff read further, to maintain the issue on his part, in evidence, the following letter from American Insurance Company to Jeremiah Carpenter, dated December 11, 1838, which letter is in the words and figures following, to wit:

OFFICE OF AMERICAN INSURANCE COMPANY,
PROVIDENCE, *December 11th,* 1838.

MR. JEREMIAH CARPENTER.

SIR: Pursuant to request of Samuel G. Wheeler, I enclose to your address a certificate of renewal of policy on Glenco Factory. Please forward a check on some New York city bank for the premium, say $97 50.

I am, &c., A. O. PECK, *Sec'y.*

And the plaintiff, further to maintain said issue on his part, offered evidence to prove that the policy at the American Insurance Office above referred to was void, on account of misrepresentations contained in the letter of Samuel G. Wheeler, dated December 6,

1836; and further proved that an action was commenced upon said policy, at the November term, A. D. 1839, of the circuit court of the United States for the Rhode Island district, in the name of Carpenter as trustee to Epenetus Reed; and that upon the reading of said letters and the evidence introduced relative thereto, the said court declared that the matters contained in said letters were misrepresentation in a matter material to the risk, and such as would render the policy void.

And the defendants further, to maintain said issue on their part, read in evidence the deposition of Epenetus Reed, and the contract annexed thereto; also the deposition of William Gardner; all which are hereunto annexed, marked (H) (I) and (J.)

And the defendants further, to maintain said issue on their part, read in evidence a letter to the Washington Insurance Company from Jeremiah Carpenter, dated September 26th, 1838; also a certificate signed by Sullivan Don, president of the Washington Insurance Company, and Warren S. Greene, secretary, dated May 3d, 1838; and also a letter signed W. S. Greene, secretary, dated May 4th, 1838, and both addressed to Samuel G. Wheeler, copies of which are hereunto annexed, marked (K) (L) and (M.)

And the plaintiffs further read in evidence a letter from the said Samuel G. Wheeler to said American Office, bearing date December 13th, 1837; which said letter is in the words and figures following, to wit:

PATERSON, *December* 13, 1837.

A. O. PECK, *Secretary American Insurance Company.*

DEAR SIR: There is a policy of insurance on the Glenco Mill, owned by Samuel G. Wheeler, which expired on the twelfth instant. I have not the policy, that being assigned to E. Reed. I believe the amount is $6,000. I have sold my half of the mill to my son-in-law, Jeremiah Carpenter; it now belongs to him and my brother, H. M. Wheeler. The above insurance they want renewed. In case of loss, pay to Epenetus Reed. Will you please forward renewal directed to Jeremiah Carpenter, 42 Pine street, New York, and draw on him, at five days sight, for the premium, which will be paid. There is insurance on this mill at Providence, Washington Insurance Company, for $15,000. Will you be so kind as to notify them of the change of owners; and when you write Mr. Carpenter, state to him that you have done so.

Respectfully yours,

SAML. G. WHEELER.

Also a letter from A. O. Peck, secretary of the American Insurance Company, bearing date December 14th, 1837; which letter is in the words and figures following, to wit:

AMERICAN INSURANCE OFFICE,
PROVIDENCE, *December* 14, 1837.

DEAR SIR: Pursuant to a request from Samuel G. Wheeler, I enclose your renewal certificate of policy No. 1148 on the Glenco Factory and machinery, and have drawn on you, at five days sight, for the premium, ninety seven dollars 50 cents.

I have notified the Providence Washington Insurance Company that Mr. Wheeler had disposed of his interest to you, of which they have made record. This Company have made a similar record; the liberty to transfer to Epenetus Reed is stated in the original policy.

I am, &c., A. O. PECK,
Secretary of Am. Insurance Company.

JEREMIAH CARPENTER, 42 *Pine street, New York.*

And the plaintiff, further to maintain said issue on his part, called as a witness Samuel G. Wheeler, who being sworn, testified that he was agent for the Washington Insurance Company for sometime before the 19th of September, A. D. 1835; that his agency was not confined to the State of New Jersey; that his agency terminated late in 1838, or early in 1839. That his agency ceased by his ceasing to act, the company never having withdrawn his power to this day; that the policy at the Washington Insurance Office to Egbert Reed & Co. was first effected through his recommendation or procurement; that he gave Mr. Reed the interrogatories and a letter to the Washington Insurance Company; that by his agency he was not authorized to issue policies, but only to receive proposals and transmit them to the board of directors for their action thereon; that he believed he was in the habit of communicating to the office every thing which he thought material; that he knew of the existence of the mortgages before referred to; that he had no recollection of communicating the same to the Washington Insurance Company; that he felt very confident that a few days after the policy at the American Office of December 12, 1836, had been executed, he communicated the existence of that policy to Mr. Jackson, the president of the Washington Insurance Company; that said communication, he felt very confident, was by letter, which he put in the post office, directed to Richard Jackson; that he had no copy of the letter; that he sometimes took abstracts of letters, but that after he went to Paterson he had no clerk to copy them, and became very careless as to his letters; that he had not got his letter-book with him, although he expected he should be examined on this point, before he left home; that he did not think that he ever received an answer from Mr. Jackson to the letter informing him of the policy at the American Office; that he received a letter from Mr. Jackson, president of the Washington Insurance Company, dated about the 24th of Jannary, A. D. 1837, which shows the character and extent of his agency; which letter he had lately seen, and was in the possession of the counsel for

the plaintiff in this case; and that he had no recollection of any persons giving to him notice of subsequent insurances made by the assured, or that he had ever communicated any such fact to the Washington Office, except in the case of the American Office as before stated.

And the plaintiff further, to maintain said issue on his part, called as a witness Allen O. Peck, secretary of the American Insurance Company, who being sworn, and shown the letter from Samuel G. Wheeler to him, dated December 13th, 1837, and a copy of his reply, dated December 14, 1837, (above referred to,) testified that it was the common practice to carry letters of this nature to the Washington Office; that he recollected distinctly having an interview with Mr. Jackson, president of the Washington Insurance Company, upon the subject at the Washington Office; and that he had no doubt that he did carry the letter from Samuel G. Wheeler of December 13, 1837, to the Washington Office, and show the same to Mr. Jackson, but he had no recollection of so carrying said letter, or handing it to Mr. Jackson; that his impression that he did carry said letter and present it to Mr. Jackson, is derived from the fact that it was his custom to communicate such information in that way; that whatever communication was made, was made to Mr. Jackson; that the representation referred to in the first letter of Samuel G. Wheeler to the American Office, as being in the Washington Office, was obtained by him from the Washington Office for examination; that whatever communications were made by him, were made to Mr. Jackson, he being the active organ of the Company; that he had no doubt he did shew the letter aforesaid to Mr. Jackson, but that he had no recollection of having done so, and the statement he now makes that he did so, is founded on the fact that such was his practice in similar cases; that Mr. Jackson died in April, 1838.

And the defendants further read in evidence two letters from Richard Jackson, president of the Washington Insurance Company, to Samuel G. Wheeler, one dated January 24, 1837, and the other dated February 3d, 1837, which letters are in the words and figures following, to wit:

PROV. WASHINGTON INS. OFFICE, *January* 24, 1837.

SAMUEL G. WHEELER, Esq., *Paterson N. J.*

Dear Sir: Your letter of the 19th instant, postmarked 21st, came to hand yesterday, and we take due notice of your having made a further insurance on the Centreville mill of 5000 dollars, at the Mutual Insurance Office, Worcester, and that it is your intention to make sundry alterations and repairs on the Beaver mill, and to stop the mill during the time these alterations and repairs are making, which, when done according to your description of them, will make the establishment more safe; and we agree that you have liberty to make the same, agreeably to your description in your letter of the

19th instant, without prejudice to the insurance made by this company on that establishment. We will call on the American company and request them to give you the same liberty. In respect to our appointing you our agent to issue policies of insurance, on account of the company, the directors have never as yet agreed to appoint any such agencies. They wish to have the proposals for the insurance come under their inspection before they fix the premium, and agree to assume the risk; but any insurances which we may make, through your procurement, by forwarding the proposals of the applicant to the office, we will allow you the same commission as we do our other agents who manage in this way, say five per cent. on the amount of the premium.

In behalf of the company, &c.,

RICHARD JACKSON, *President.*

PROV. WASHINGTON INSURANCE OFFICE,

February 3, 1837.

SAMUEL G. WHEELER, Esq.

Dear Sir: Your letter of 31st ultimo has been received. As to your agency, we have no idea of confining you to any particular State, as it is immaterial to us what State the property is situated in, provided it is not situate south of Baltimore, as it has been a rule with us not to insure south of that, except in one or two special cases. We will send you a packet of our blank proposals, to the care of Mr. Bruce, as soon as we can find a good opportunity by private conveyance.

In behalf of the company, I am, &c.,

RICHARD JACKSON, *President.*

And the defendants, further to maintain said issue on their part, called, as a witness, Warren S. Greene, who being sworn, testified that he had been secretary of the Washington Insurance Company since October, 1836, and that no letter was received from Samuel G. Wheeler giving notice of the insurance at the American office; and that, from the course of business in said office, he must have known it, had any such letter been received. That he could find no letter from Samuel G. Wheeler to the Washington Insurance Company giving notice of the insurance at the American Insurance Office, and that there is no record at the Washington office of further insurance at the American office; and that there was no copy of a letter from the Washington Insurance Company to Samuel G. Wheeler, or any one else, acknowledging information of the policy at the American office. That the invariable practice of the office was, when notice was received of any subsequent insurance, for the directors to take the same into consideration, and to give an immediate answer to the insured whether or not they consented to the endorsement of such subsequent insurance on the policy; that it was also the invariable practice of the office carefully to preserve

all letters by them received, and also to keep copies of all letters by them written.

And the defendants also called, as a witness, Charles H. Dabney, who being sworn, testified that he was secretary of the Washington Insurance Company from April, 1829, to October, 1836. He fully confirmed Greene's testimony, as to the usages of the office, in the particulars by said Greene stated; and that the usage and custom in the office, in the particulars stated by Greene, were invariably followed and adhered to.

Whereupon the counsel for the plaintiff requested the court to charge the jury that said policy of insurance at said American office, dated the twelfth day of December, A. D. 1836, and the several policies in renewal thereof, although in the names of the said Wheelers, the mortgages yet being in fact for the use and benefit of the said Epenetus Reed, the mortgagee, in pursuance of the contract between Samuel G. Wheeler and the said Reed, and assigned to said Reed unconditionally by said Wheeler and Carpenter, was, for all substantial purposes, the policy of said Reed, and could never enure to the benefit of the said Wheeler or Wheelers, or Carpenter, and that neither the said Wheelers, or either of them, or the said Carpenter, had any such interest in the said policy, as trustees or otherwise, which rendered it incumbent on them to give to the defendants any notice of its existence; that it was to all intents and purposes the same as if the said Reed had effected said policy in his own name upon his specific interest as mortgagee, which instruction, in manner and form as prayed for, the court refused to give; but the court did instruct the jury that the said policy of the American Insurance Company, dated the 12th of December, 1836, by the memorandum thereon, dated on the 14th of December, 1837, made with and by the consent of all the parties interested therein, and the said Jeremiah Carpenter, being, by its terms, was thenceforth to be for his (the said Carpenter's) benefit, and not that of the said Wheeler, the said Carpenter became thereby interested therein, legally or equitably, and that notwithstanding the subsequent assignment thereof in the case from Henry M. Wheeler and Samuel G. Wheeler to the said Carpenter, and of the said Carpenter to Epenetus Reed, the said policy, and the renewals thereof, ought to have been notified to the said Providence Washington Insurance Company at the time when the policy declared upon was underwritten by the said Providence Washington Insurance Company, if the said policy of the American Insurance Company, by reason of the renewal thereof and the memorandum aforesaid, was then a subsisting policy, and was so treated by the said Carpenter and the American Insurance Company, and if he then had any interest, legal or equitable, in the said policy, and was entitled to the benefit thereof, and if the said last mentioned policy, and the renewal thereof as aforesaid, was not so notified, then that under the stipulations and provisions of the policy declared upon, the same became and was void and of no effect.

And that it did not appear to the court, in point of law, that the assignments aforesaid did absolutely divest the said Carpenter of all legal and equitable interest in the said policy of the American Insurance Company, with reference to the premises insured, supposing the same premises then owned by him, so as to take away all the benefit which might accrue to him thereby, in case of any loss under the said policy.

Second. The counsel for the plaintiff further requested said court to charge the jury, that as the misrepresentation of the cost and value of the property in said Glenco factory, made by said Wheeler, in said letter above recited, and dated the sixth day of December, A. D. 1836, to the American office, rendered said policy void and of no effect; and that—as an action had been commenced by the said Carpenter, as trustee of the said Reed, in the said circuit court, at the November term thereof, A. D. 1839, against the said American Office, in which case it was decided by said court that said policy was null and void, and that the said Epenetus Reed had thereupon withdrawn his said action, and acquiesced in said decision—said policy at the American Office, for all the legal and substantial purposes of the notice required in the policy upon which the present action was brought, was a perfect nullity, and having never existed in law or equity, was to be considered as never having existed in fact.

Which instruction the court refused to give in the manner prayed for; but the court instructed the jury that although the said policy of the American Insurance Company might, by reason of a misrepresentation of the cost and value of the property in said Glenco factory, if it was material to the risk, be avoided by the American Insurance Company, yet if it had not been in fact so avoided before or at the time of the underwriting of the policy declared upon by the Providence Washington Insurance Company, but had been and then was treated by all the parties thereto and interested therein as a subsisting and valid policy, and was then held as such by the assured, and had never since been surrendered to the company as a void policy, then the same ought to have been notified to the said Providence Washington Insuraunce Company, and if it was not, the policy of insurance declared upon became and was void and of no effect.

Third. The counsel for the plaintiff further requested the court to charge the jury that if they believe that notice in fact was given to the defendants, as sworn to by the said Samuel G. Wheeler and Allen O. Peck, that this was in law a compliance with the terms of said policy. Which instruction as prayed for, the court refused to give. But the court instructed the jury that at law, whatever might be the case in equity, mere parol notice of such a prior insurance was not of itself sufficient to comply with the requirements of the said policy declared upon, but that it was necessary in case the insured had already any other insurance against loss by fire on the property insured thereby, that the same should not only be

notified to the said Providence Washington Insurance Company, but that the same should be mentioned in or endorsed upon the policy, otherwise the insurance was to be void and of no effect. And therefore, if there was in the present case such a prior insurance not so notified, mentioned in, or endorsed upon the policy declared upon, the same policy was at law void and of no effect.

Fourth. The court further instructed the jury that it being admitted by the parties in the present suit that the said policy of insurance of the American Insurance Company was again renewed by the said company at the request of the said Carpenter and for his benefit, and not for that of the said Henry M. Wheeler & Co., for one year from the 12th of December, 1838, according to the memorandum or renewal receipt in the case, dated the 11th of December, 1838, that it was such a policy on the premises insured as that the insured ought under the provisions of the policy declared upon with all reasonable diligence to have given notice thereof to the defendants, and to have had the same endorsed on the last mentioned policy or otherwise acknowledged by the defendants in writing, and if no such notice was so given thereof to the defendants within such reasonable time, and no such endorsement or acknowledgment thereof was made, then at law the said policy declared upon thenceforth ceased, and was of no further effect.

To which refusals of the court so to instruct the jury as prayed for, as well as to the instructions so as aforesaid given by the court to the jury, the plaintiff, by his counsel, excepted, and prayed the exceptions to be allowed by the court. And after the said instructions were so refused and so given as aforesaid, the jury withdrew, and afterwards returned their verdict for the defendants.

And inasmuch as the said several matters of law and the said several matters of fact so produced and given in evidence on the part of the said plaintiff and the said defendants, and by their counsel insisted on and objected to in manner as aforesaid, do not appear by the record and verdict aforesaid, the said counsel for the plaintiff did then and there propose the aforesaid exceptions to the said refusals and opinions of said court, and requested them to put the seal of said court to this bill of exceptions, containing the said several matters so produced and given in evidence for the party objecting as aforesaid.

And thereupon the judges of the aforesaid court, at the request of the counsel for the party objecting, did put their said seals to this bill of exceptions, the same being found to be true, pursuant to the law in such cases provided at the term of said court and the trial aforesaid.

JOSEPH STORY,
JOHN PITMAN.

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Papers referred to in Bill of Exceptions, marked from A to .

Paper A.

No. 4361.

$15,000 a 1 5-8 per cent. $243 75.

PROVIDENCE WASHINGTON INSURANCE COMPANY.

By this policy of insurance the Providence Washington Insurance Company, in consideration of two hundred and forty-three 75-100 dollars, to them paid by the insured herein after named, the receipt whereof is hereby acknowledged, do insure Jeremiah Carpenter against loss or damage by fire to the amount of fifteen thousand dollars, viz: fourteen thousand dollars on his factory building and weave shop adjoining, and on the fixtures and machinery contained therein, and one thousand dollars on stock in said buildings, (built of wood) situate in the town of Livingston, Columbia county, State of New York, called the "Glenco Cotton Factory," and this insurance is made with reference to the proposal on which policy No. 2135 was issued.

And the said company do hereby promise and agree to make good unto the said insured, his executors, administrators, and assigns, all such loss or damage, not exceeding in amount the sum insured, as shall happen by fire to the property as above specified, during one year, to wit, from the twenty-seventh day of September, one thousand eight hundred and thirty-eight, (at twelve o'clock at noon) unto the twenty-seventh day of September, one thousand eight hundred and thirty-nine, (at twelve o'clock at noon) the said loss to be estimated according to the true and actual value of the said property at the time the same shall happen; and to be paid within sixty days after due notice and proof thereof made by the insured, in conformity to the conditions annexed to this policy. Provided always, and it is hereby declared, that this corporation shall not be liable to make good any loss or damage by fire which may happen or take place by means of any invasion, insurrection, riot, or civil commotion, or of any military or usurped power. And provided further, that in case the insured shall have already any other insurance against loss by fire on the property hereby insured, not notified to this corporation, and mentioned in or endorsed upon this policy, then this insurance shall be void and of no effect. And if the said insured or his assigns shall hereafter make any other insurance on the same property, and shall not, with all reasonable diligence, give notice thereof to this corporation, and have the same endorsed on this instrument, or otherwise acknowledged by them in writing, this policy shall cease and be of no further effect. And in case of any other insurance upon the property hereby insured,

whether prior or subsequent to the date of this policy, the insured shall not, in case of loss or damage, be entitled to demand or recover on this policy any greater portion of the loss or damage sustained than the amount hereby insured shall bear to the whole amount insured on the said property. And it is agreed and declared to be the true intent and meaning of the parties hereto that in case the above mentioned premises shall at any time after the making, and during the time this policy would otherwise continue in force, be appropriated, applied, or used to and for the purpose of carrying on exercising therein any trade, business, or vocation denominated hazardous or extra hazardous, or specified in the memorandum of special rates in the proposals annexed to this policy, or for the purpose of storing therein any of the articles, goods, or merchandize in the same proposals denominated hazardous or extra hazardous, or included in the memorandum of special rates, unless herein otherwise specially provided for, or hereafter agreed by this corporation in writing, to be added to or endorsed upon this policy, then and from thenceforth, so long as the same shall be so appropriated, applied, or used, these presents shall cease and be of no force or effect. And it is moreover declared that this insurance is not intended to apply to or cover any books of account, written securities, deeds, or other evidences of title to lands, nor to bonds, bills, notes, or other evidences of debt, nor to money or bullion. And that this policy is made and accepted in reference to the proposals and conditions hereto annexed, which are to be used and resorted to in order to explain the rights and obligations of the parties hereto in all cases not herein otherwise specially provided for.

☞ This insurance (the risk not being changed) may be continued for such further term as shall be agreed on, provided the premium therefor is paid and endorsed on this policy, or a receipt given for the same. ☞ The interest of the insured in this policy is not assignable, unless by consent of this corporation manifested in writing; and in case of any transfer or termination of the interest of the insured, either by sale or otherwise, without such consent, this policy shall from thenceforth be void and of no effect.

In witness whereof, the Providence Washington Insurance Company have caused these presents to be signed by their president, and attested by their secretary, in Providence, this 27th day of September, in the year of our Lord one thousand eight hundred and thirty-eight.

SULLIVAN DORR,
President.

Attested:
WARREN S. GREENE, *Secretary.*

PROVIDENCE WASHINGTON INSURANCE OFFICE,
September 27, 1838.

Mr. JEREMIAH CARPENTER.

DEAR SIR: Annexed we hand you a policy on your factory, &c. having divided the amount to read $14,000 on buildings and machinery, and $1,000 on stock which we presume will be agreeable to you, the company having adopted the rule to specify the amount on the different items of insurance.

Yours, respectfully,
WARREN S. GREENE,
Secretary.

Proposals by the Providence Washington Insurance Company, for insuring houses, manufactories, buildings, goods, machinery and merchandise, from loss or damage by fire.

CLASSES OF HAZARDS AND RATES OF ANNUAL PREMIUMS.

1*st Class of Hazards*—Buildings of brick or stone, covered with tile, slate or metal, the doors and windows of solid iron	22 cents per $100
2*d Class of Hazards*—Buildings of brick or stone, covered with tile, slate or metal - - - - -	25 cents per $100
3*d Class of Hazards*—Buildings of brick or stone, roofs three-fifths of tile, slate or metal, the rest shingled - -	30 cents per $100
4*th Class of Hazards*—Buildings of brick or stone, covered with wood - -	37½ cents per $100
5*th Class of Hazard*—Buildings of frame, filled in with brick, the front entirely of brick - - - - - -	50 cents per $100
6*th Class of Hazards*—Frame buildings, filled in with brick - - -	62½ cents per $100
7*th Class of Hazards*—Frame buildings, hollow walls, with brick front - -	70 cents per $100
8*th Class of Hazards*—Buildings entirely of wood - - - -	75 a 100 cents per $100

Not Hazardous.—Goods not hazardous are to be insured at the same rates as the buildings in which they are contained, and are such as are usually kept in dry goods stores, including also household furniture and linen, cotton in bales, coffee, flour, indigo, potash, rice, teas, sugars, spices, paints ground in oil, and threshed grain.

Hazardous.—The following trades, goods, wares and merchandise, are considered hazardous, and are charged with an additional premium—booksellers' stock, chair makers, chocolate makers, confectioners, china, glass and earthenware in packages, flax,

hemp, jewellers' stock, milliners, musical instrument sellers' stock, oil, pitch, pictures and prints, sailmakers, ship chandlers, spirituous liquors, saltpetre, tar, turpentine, tavern keepers, tobacco manufacturers, and watchmakers' stock.

Extra Hazardous.—The following trades, and occupations, goods, wares and merchandise, are deemed extra hazardous, and will be charged with a still greater additional premium, viz :—Aqua fortis, apothecaries or druggists, boat builders, coach makers, cabinet makers, carpenters, in their own shops, or buildings erecting or repairing, chemists, china, glass and earthenware unpacked, and buildings in which the same are packed, coopers, dyers, ether, founders, fodder and grain unthreshed, hay, musical instrument makers, spirits of turpentine, straw, soap boilers, and tallow chandlers, and all manufactories requiring the use of fire heat. ☞ Gunpowder is not insurable unless by special agreement.

Special.—Mem. Bakeries, breweries, book binderies, distilleries, fulling-mills, grist-mills, malt-houses, paper-mills, printing-offices, sugar-refineries, and saw-mills, will be insured at special rates of premium.

Country Houses.—N. B. Country houses, standing detached from other buildings, though of the 6th, 7th or 8th class, will be insured at 50 cents per one hundred dollars. Barns and stables in the country, at 75 cents ditto ditto.

Ships in port, or their cargoes, and ships building or repairing, may be insured against fire.

Conditions of Insurance.

I. Applications for insurance on property out of the town of Providence, must be in writing, and specify the construction and materials of the building to be insured, or containing the property to be insured; by whom occupied; whether as a private dwelling or how otherwise; its situation with respect to contiguous buildings, and their construction and materials; whether any manufactory is carried on within or about it; and in case of goods and merchandise, whether or not they are of the description denominated hazardous or extra hazardous. And if any person insuring any building or goods, shall describe the same otherwise than as they really are, so that the same be insured at less than the usual rate of premium, such insurance shall be void and of no effect.

II. No insurance, whether original or continued, shall be considered as binding, until the actual payment of the premium.

III. Goods held in trust, or on commission, are to be declared and insured as such; otherwise the policy will not cover such property.

IV. Policies of insurance made by this company, shall not be assignable without the consent of the company, expressed by endorsement thereon.

V. Notice of all previous insurances upon property insured by this company, shall be given to them, and endorsed on this policy

or otherwise acknowledged by the company in writing, at or before the time of their making insurance thereon; otherwise, the policy made by this company shall be of no effect. And in case of subequent insurances, on property insured by this company, notice thereof must also, with all reasonable diligence, be given to them; to the end that such subsequent insurance may be endorsed on the policy made by this company, or otherwise acknowledged in writing; in default whereof, such policy shall thenceforth cease and be of no effect. And in case of loss, this company shall be liable for such rateable proportion of loss or damage happening to the subject insured, as the amount insured by this company shall bear to the whole amount insured thereon, without reference to the dates of the different policies.

VI. This company will be liable for losses on property burnt by lightning, but not for any loss or damage by fire, happening by means of any invasion, insurrection, riots, or civil commotion, or of any military or usurped power.

VII. Books of account, written securities, or evidences of debt, title deeds, writings, money or bullion, are not deemed objects of insurance.

VIII. Jewels, plate, medals, paintings, statury, sculptures, and curiosities, are not deemed to be included in any insurance, unless specified in the policy.

IX. All persons insured by this company, and sustaining loss or damage by fire, are forthwith to give notice thereof to the company; and as soon after as possible to deliver in a particular account of such loss or damage, signed with their own hands, and verified by their oath or affirmation, and also, if required, by their books of account and other proper vouchers; they shall also declare on oath, whether any and what other insurance has been made on the same property, and procure a certificate under the hand of a magistrate, notary public, or clergyman, (most contiguous to the place of the fire, and not concerned in the loss) that they are acquainted with the character and circumstances of the person or persons injured; and that, having investigated the circumstances in relation to such loss, do know or verily believe, that he, she, or they, really, and by misfortune, and without fraud or evil practice, hath or have sustained by such fire, loss and damage to the amount therein mentioned; and, until such proofs, declarations, and certificates are produced, the loss shall not be payable—Also, if there appear any fraud, or false swearing, the claimant shall forfeit all claim by virtue of this policy.

X. Payment of losses shall be made in sixty days after the loss shall have been ascertained and proved, without any deduction whatever; and in case differences shall arise, touching any loss or damage, it may be submitted to the judgment of arbitrators, indifferently chosen, whose award in writing shall be binding on the parties.

XI. Insurance may be made for seven years, by paying the premium for six years, and for a less number of years than seven, a reasonable discount shall be allowed.

XII. Insurance once made, may be continued for such further term as may be agreed on, the premium therefor being paid and endorsed on the policy, or a receipt being given for the same; and they shall be considered as continued under the original representation in so far as it may not be varied by a new representation in writing, which in all cases it shall be incumbent on the party insured to make, where the risk has been changed, either within itself, or by the surrounding or adjacent buildings.

Endorsed: Single. 183
Mr. Jeremiah Carpenter, Hudson, N. Y.
(Post mark) Providence, R. I. (Date illegible.)

Providence Washington Insurance Company on my mill $15,000. Expires 27th September, 1839.

Paper B.

This indenture, made the sixth day of December, in the year one thousand eight hundred and thirty-seven, between Samuel G. Wheeler, and Almira B. his wife, of Patterson, in the State of New Jersey, of the first part, and Jeremiah Carpenter, of the city of New York, of the second part: witnesseth, that the said parties of the first part, for and in consideration of the sum of five thousand dollars, lawful money of the United States of America, to them, in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknwledged, and the said party of the second part, his heirs, executors and administrators, forever released and discharged from the same, by these presents have granted, bargained, sold, aleined, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alein, remise, release, convey and confirm, unto the said party of the second part, and to his heirs and assigns forever, all the one equal undivided moiety, or half part of all that certain piece, parcel or tract of land, situated, lying and being in the town of Livingston, in the county of Columbia, in the State of New York, and at what is commonly called Sober, bounded and described as follows, that is to say; beginning on the west bank of the creek, and at the north corner of the bridge over the creek at said place, thence from said bank, south forty-seven degrees east, three chains and eighty-three links, to a stake and stones, on the north side of the Ancram Turnpike Road, thence north seventy degrees and forty-five minutes east, five chains, thence north thirteen degrees east, two chains, thence north thirty-eight degrees west, thirteen chains and forty links, to a road, thence south, twenty-two

degrees west, six chains and ninety-one links, to the Ancram Turnpike Road, thence along the said road, south twenty-eight degrees and thirty minutes east, five chains and eighty-one links, to the place of beginning, containing seven acres and three-quarters of an acre of land. Together with the equal half part of all the buildings, factory, improvements, &c., and also the equal undivided moiety or half part of all the machinery and fixtures of every name and nature, now used and occupied upon the said premises, or which may hereafter be placed thereon for manufacturing or any other purposes; together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also all the estate, right, title, interest, dower and right of dower, property, possession, claim and demand whatsoever, as well in law, as in equity, of the said parties of the first part, of, in and to the same, and every part and parcel thereof, with the appurtenances. To have and to hold, the above granted, bargained and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit and behoof forever; subject nevertheless, to a mortgage of ten thousand dollars, to E. Reed, and all interest due and to grow due thereon. And the said Samuel G. Wheeler, for himself, his heirs, executors and administrators, doth covenant, grant and agree, to and with the said party of the second part, his heirs and assigns, that the said Samuel G. Wheeler, at the time of the sealing and delivery of these presents, is lawfully seized in his own right, of a good, absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted, bargained and described premises, with the appurtenances, and hath good right, full power, and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the said party of the second part, his heirs and assigns, shall and may, at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance of the said party of the first part, his heirs or assigns, or of any other person or persons, lawfully claiming or to claim the same. And that the same are now free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assesments and encumbrances of what nature or kind soever, except as aforesaid; and also that the said parties of the first part, and their heirs, and all and every other person or persons, whomsoever, lawfully or equitably deriving any estate, right, title or interest, of, in or to the herein before granted premises, by, from, under, or in trust for them, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges, in the law, of the said party of the second part, heirs and assigns, make, do and execute, or cause or procure to be made,

done and executed, all and every such further and other lawful and reasonable acts, conveyances and assurances, in the law, for the better and more effectually vesting and confirming the premises hereby intended to be granted, in and to the said party of the second part, his heirs and assigns forever, as by the said party of the second part, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required; and the said Samuel G. Wheeler, and his heirs, the above described and hereby granted and released premises, and evey part and parcel thereof, with the appurtenances, unto the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

SAMUEL G. WHEELER, [L. S.]

Sealed and delivered in the presence of

——— ———, [L. S.]

In the third line from the top upon the second page, the christian name of E. Read, being first erased except the initial Orsamus Bushwell, as to S. G. Wheeler.

STATE OF NEW YORK, *City and County of New York, ss.*

On the sixth day of December, 1837, before me personally appeared Samuel G. Wheeler, satisfactorily proven to me, to be the individual described in and who executed the foregoing indenture, by Orsamus Bushwell, Esq., of the city of New York, the subscribing witness thereto, to me known, who being by me duly sworn, did depose and say, that he knew him to be such individual, and the said Samuel G. Wheeler, acknowledged before me, that he executed the said indenture, for the uses and purposes therein mentioned.

ROBT. GILES, Sr.,
Commissioner of Deeds, City and County of N. Y.

STATE OF NEW YORK, *City and County of New York.*

I, Thomas Tererniah, clerk of the city and county of New York, do hereby certify, that Robert Giles, Sr., whose name is subscribed to the certificate of the proof of acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a commissioner in and for the city and county aforesaid, dwelling in the said city, commissioned and sworn and duly authorized to take the same. And further, that I am well acquainted with the handwriting of said commissioner and verily

believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said county, the 11th day of December, 1837.

THO. TERERNIAH, *Clerk.*

COLUMBIA COUNTY, *Clerk's Office.*

Recorded 16th December, 1837, at 1 o'clock, P. M., in deed book Z, pages 452, 453, 454.

JAMES STONN, *Clerk.*

Paper C.

This indenture, made the seventeenth day of October, in the year one thousand eight hundred and thirty-six, between Samuel G. Wheeler, of the city, county and State of New York, and Almyra B. his wife, of the first part, and Epenetus Reed, of the town of Coxsackie, in the county of Greene, and State of New York aforesaid, of the second part; whereas the said Samuel G. Wheeler, is justly indebted to the said party of the second part, in the sum of ten thousand dollars, lawful money of the United States of America, secured to be paid by his certain bond or obligation, bearing even date with these presents, in the penal sum of twenty thousand dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of ten thousand dollars, in five equal annual instalments of two thousand dollars each, with interest annually, on the seventeenth of October, in each and every year, upon the whole sum, from time to time, remaining due, at the rate of six per cent. per annum, as by the said bond or obligation and the condition thereof, reference being thereunto had, may more fully appear. Now this indenture, witnesseth, that the said parties of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar, to them in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents, do grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to his heirs and assigns forever; all the equal undivided moiety or half of all that certain piece, parcel or tract of land, situate, lying and being in the town of Livingston, in the county of Columbia aforesaid, and at what is commonly called Sober, bounded and described as follows, that is to say, beginning on the west bank of the creek, and at the north corner of the bridge, over the creek at said place, thence from said bank, south forty-seven degrees, east three chains and eighty-three links,

to a stake and stones, on the north side of the Ancram Turnpike Road, thence north, seventy degrees and forty-five minutes, east, five chains, thence north, thirteen degrees, east two chains, thence north, thirty-eight degrees, west, thirteen chains and forty links, to a road, thence south, twenty-two degrees west, six chains and ninety-one links, to the Ancram Turnpike Road, thence along the said road south twenty-eight degrees, and thirty minutes east, five chains and eighty-one links, to the place of beginning; containing seven acres and three quarters of an acre of land, be the same more or less, together with the equal undivided moiety or half part of all the buildings, factory, dam, appurtenances and improvements thereon and of all the machinery, gearing, apparatus, implements, fixtures and personal property, of every kind, name and nature, used and occupied upon said premises for manufacturing purposes; together also with the interest of the parties of the first part, in the rights and privileges, granted and secured by Henry W. Livingston, or any other person or persons, in regard to the creek running through or along said premises, or the claim thereon, or to the overflowing of adjacent land, &c.; and together with such improvements, additions and alterations, as have been made by Egbert Reed, upon or to the dwelling house, upon said premises, now occupied by him and his family, amounting to about the sum of five hundred dollars, as the said undivided half of said premises, &c., &c., have been this day conveyed by Egbert Reed, and Mary L. his wife, to the said Samuel G. Wheeler.

These presents are given to secure a portion of the consideration money of the said conveyance. For a more particular description of said premises, reference may be had to said conveyance. Together with all and singular, the tenements, hereditaments and appurtenances, thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also all the estate, right, title, interest, dower and right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part of, in, and to the same, and every part and parcel thereof, with the appurtenances, to have and to hold the above granted, bargained and described premises with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit and behoof forever: Provided always, and these presents are upon this express condition, that if the said parties of the first part, their heirs, executors, or administrators, shall well and truly pay unto the said party of the second part, his executor, administrators, or assigns, the said sum of money, mentioned in the condition of the said bond or obligation, and the interest thereon, at the time, and in the manner, mentioned in the said condition, according to the true intent and meaning thereof, that then, these presents and the estate hereby granted, shall cease, determine and be null and void. And the said Samuel G. Wheeler, for himself, his heirs, executors

and administrators, does covenant and agree, to pay unto the said party of the second part, his executors, administrators or assigns, the said sum of money and interest, as mentioned above and expressed in the condition of the said bond. And if default shall be made in the payment of the said sum of money, above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said party of the second part, his executors, administrators, and assigns, to enter into, and upon all and singular, the premises hereby granted, or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said parties of the first part, their heirs, executors, administrators or assigns therein, at public auction, according to the act, in such case made and provided. And as the attorney of the said parties of the first part, for that purpose, by these presents, duly authorised, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law, for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest, which shall then be due, on the said bond or obligation, together with the costs and charges of advertisement and sale of the same premises, rendering the overplus of the purchase money (if any there shall be) unto the said Samuel G. Wheeler of the first part, his heirs, executors, administrators or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said parties of the first part, their heirs and assigns, and all other persons claiming or to claim the premises or any part thereof, by, from, or under them or any of them. In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in the presence of

SAMUEL G. WHEELER, [L. S]
ALMIRA B. WHEELER, [L. S.]

The word "ten" near the beginning of the mortgage, written on an erasure before execution.

JOHN GAUL, Senr.

STATE OF NEW YORK, *Columbia County*, *ss.*

On the 17th of October, 1836, personally appeared before the subscriber, a commissioner of deeds for Hudson, Samuel G. Wheeler and Almira B., his wife, who are known to me to be the individuals described in, and who executed the foregoing indenture of mortgage, who severally acknowledged they executed the same. And the said Almira B. on a private examination, apart from her said husband, acknowledged she had executed the same freely and without any fear or compulsion from her said husband.

JOHN GAUL, [L. S.]

COLUMBIA COUNTY, CLERK'S OFFICE.

Recorded 18th October, 1836, at half past 1 o'clock, P. M., in mortgage book, and pages 47–48.

RICHARD COURIGU,
Deputy Clerk.

C.

Know all men by these presents, that I, Samuel G. Wheeler, of the city, county and State of New York, am held and firmly bound unto Epenetus Reed of Coxsackie, in the county of Greene, in the State aforesaid, in the sum of twenty thousand dollars, lawful money of the United States of America, to be paid to the said Epenetus Reed, his executors, administrators or assigns; for which payment, well and truly to be made, I bind myself and my heirs, executors and administrators, firmly by these presents, sealed with my seal, dated the seventeenth day of October, one thousand eight hundred and thirty six. The condition of the above obligation is such that if the above bounden Samuel G. Wheeler, his heirs, executors or administrators, shall well and truly pay or cause to be paid unto the above named Epenetus Reed, his executors, administrators or assigns, the just and full sum of ten thousand dollars, in five equal annual instalments of two thousand dollars each, with interest annually, on the seventeenth of October, each and every year, upon the whole sum from time to time remaining due, at the rate of six per cent. per annum, then the above obligation to be void, otherwise to remain in full force and virtue.

SAMUEL G. WHEELER, [L. S.]

Sealed and delivered in the presence of
JOHN GAUL, Sr.

Received June 15, 1837, on the within bond two thousand dollars.

Paper D.

Warranty deed, Henry M. Wheeler and wife to Jeremiah Carpenter.

This indenture made the eighteenth day of April, one thousand eight hundred and thirty-eight, between Henry M. Wheeler and Paulina, his wife, of the town of Livingston in the county of Columbia and State of New York, of the first part, and Jeremiah Carpenter of the city and county of New York and the same State of the second part, witnesseth—that the said parties of the first part, for and in consideration of the sum of five thousand dollars lawful money of the United States, to them in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged; and the said party of the second part, his heirs, executors and

administrators, forever released and discharged from the same, by these presents have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the one equal moiety or half part of that certain piece, parcel or tract of land situate, lying and being in the said town of Livingston, county of Columbia, and State of New York, and at what is commonly called Sober, bounded as follows, (viz:) Beginning on the west bank of the creek and at the north corner of the bridge over the creek at said place, thence from said bank south forty-seven degrees east, three chains and eighty-three links to a stake and stones on the north side of the Ancram Turnpike Company road; thence north seventy degrees forty-five minutes east, five chains; thence north thirteen degrees east, two chains; thence north thirty-eight degrees west, thirteen chains and forty links to a road; thence south twenty-two degrees west, six chains and ninety-one links to the Ancram turnpike road; thence along said road south twenty-eight degrees and thirty minutes east, five chains and eighty-one links to the place of beginning, containing seven acres and three-quarters of an acre of land, as the said premises were conveyed to said Henry M. Wheeler, by warranty deed from Epenetus Reed and wife bearing date the thirteenth day of June, A. D. 1835.

Also all the undivided moiety or half part of the said parties of the first part of, in and to the machinery used in manufacturing on and about said premises. And all the stock wrought and unwrought goods in store, and all other personal property of every name, kind and description, appertaining to or in any wise connected with said premises and the buildings thereon, as now owned and possessed by the said Henry M. Wheeler, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof—and also all the estate, right, title, interest, dower and right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part of, in and to the same and every part and parcel thereof, with the appurtenances: To have and to hold the above granted, bargained and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns to his and their own proper use, benefit and behoof forever: subject however to a mortgage on said premises from the said Henry M. Wheeler and wife to Epenetus Reed, bearing date the thirteenth day of June, A. D. 1835, on which there is now due six thousand dollars, and which the said party of the second part assumed to pay. And the said Henry M. Wheeler for himself, his heirs, executors and administrators does hereby covenant, grant and

agree to and with the said party of the second part, his heirs and assigns, that the said parties of the first part at the time of the sealing and delivery of these presents are lawfully seized, in their own right, of a good, absolute, and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; and have good right, full power, and lawful authority, to grant, bargain, sell, and convey the same in manner aforesaid; and that the said party of the second part his heirs and assigns, shall and may, at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the above granted premises, and every part and parcel thereof with the appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance of the said parties of the first part, their heirs or assigns, or of any other person or persons lawfully claiming or to claim the same; and that the same *now* are free, clear, discharged, and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances, of what nature or kind soever. And, also, that the said parties of the first part, and their heirs, and all and every person or persons whomsoever, lawfully or equitably deriving any estate, right, title, or interest, of, in, or to, the herein before granted premises, by, from, under, or in trust for them, shall, and will at any time or times hereafter, upon the reasonable request and at the proper costs and charges in the law, of the said party of the second part, his heirs and assigns, make, do, and execute, or cause to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law for the better and more effectually, vesting and confirming the premises hereby granted, or so intended to be, in and to the said party of the second part, his heirs and assigns forever, as by the said party of the second part, his heirs and assigns, or his or their counsel, learned in the law, shall be reasonably advised or required; and the said Henry M. Wheeler, for himself, his heirs, the above described and hereby granted and released premises, and every part and parcel thereof with the appurtenances, unto the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

HENRY M. WHEELER, [L. S.]
PERLINA WHEELER, [L. S.]

Sealed and delivered in the presence of
THEO. MILLER.

STATE OF NEW YORK, *Columbia County, ss.*

On this nineteenth day of April, A. D. 1838, personally appeared before me, the subscriber, (a commissioner of deeds for the city of Hudson,) the within named Henry M. Wheeler, with whom I am personally acquainted, and who is known to me to be the person described in and who executed the foregoing deed, who acknowledged that he had signed, sealed, and delivered the same as and for his act and deed for the uses and purposes therein mentioned.

THEO. MILLER.

STATE OF NEW YORK, *Columbia County, ss.*

On this fifteenth day of August, A. D. 1838, personally appeared before me, the subscriber, (a commissioner of deeds for the city of Hudson,) the within named Paulina Wheeler, who is known to me to be one of the persons described in and who executed the foregoing deed and the wife of the within named Henry M. Wheeler, who acknowledged that she had executed the same as and for her act and deed for the uses and purposes therein mentioned. And on a private examination apart from her said husband, the said Paulina acknowledged that she had executed the said deed freely, without any fear or compulsion of her said husband.

THEO. MILLER.

(Endorsed.) Columbia County, Clerk's Office.

Recorded, April 18th, 1838, at 4 1-2 P. M., in deed book, B. B. pages 2, 3, and 4.

K. MILLER, *Clerk.*

Paper E.

Copy. Mortgage deed, Henry M. Wheeler and wife to Epenetus Reed.

This indenture made the fifteenth day of June, in the year of our Lord one thousand eight hundred and thirty-five, between Henry M. Wheeler and Paulina his wife, of the town of Stockbridge, in the county of Berkshire, and State of Massachusetts, of the first part, and Epenetus Reed, of the town of Coxsackie, in the county of Greene, and State of New York, of the second part, witnesseth, that the parties of the first part for, and in consideration of, the sum of eight thousand dollars money of the United States, to them in hand paid, by the said party of the second part before the delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, conveyed, and assured, and by these presents doth grant, bargain, sell, release, convey, and assure unto the said party of the second part,

his heirs and assigns forever, all the one equal moiety, or half part of all that certain piece, parcel, or tract of land, situate, lying, and being in the town of Livingston, in the county of Columbia, and State of New York, and at what is commonly called Sober, bounded as follows, (viz:) beginning on the west bank of the creek and at the north corner of the bridge over the creek at said place called Sober, thence from said bank south forty-seven degrees east, three chains and eighty-three links to a stake and stones on the north side of the Ancram turnpike road, thence north seventy degrees forty-five minutes east five chains, thence north thirteen degrees east two chains, thence north thirty-eight degrees west thirteen chains and forty links to a road, thence south twenty-two degrees west six chains and ninety-one links to the Ancram turnpike road, thence along the said south twenty-eight degrees and thirty minutes east, five chains and eighty-one links to the place of beginning, containing seven acres and three quarters of an acre of land, excepting the reservation made to Egbert Reed in a deed given by said Epenetus Reed to said Henry M. Wheeler, which amounts to about five hundred dollars. Also, the equal moiety or half part of all the machinery used and occcupied in the manufacturing of cotton cloth in a building standing on the above described premises, is hereby intended to be conveyed; with all and singular, the buildings, improvements, privileges, hereditaments, and appurtenances to the same premises belonging or appertaining, and the rents, issues, and profits thereof, and all the estate, right, title, claim or demand, either in law or equity, of the said parties of the first part, or either of them, of, in, or to, the same; to have and to hold the above described premises, with the privileges and appurtenances, and every of them, unto the said party of the second part, his heirs and assigns forever; and the said parties of the first part, for themselves, their executors, and administrators, doth covenant and agree to and with the said party of the second part, his heirs and assigns, that the above described and released premises are entirely free and clear of all or any incumbrance or charge whatsoever; and, also, that the said parties of the first part hath good right and lawful authority to grant and assure the same to the said party of the second part, his heirs and assigns, in manner aforesaid.

Provided always, and these presents are upon the express condition, that if the said parties of the first part, or their legal representatives, shall and do pay to the said party of the second part, his heirs or assigns the sum of eight thousand dollars with the interest annually in the following manner, (viz,) two thousand dollars on the fifteenth day of June, eighteen hundred and thirty-six, the residue to be paid in three equal annual payments thereafter, with the interest annually on all that shall remain unpaid at six per cent. interest, according to the tenure of an obligation bearing even date with and accompanying these presents, given by Henry M. Wheeler and Samuel G. Wheeler, that then these presents

and the said obligation shall be void and of no effect. But if default shall be made in the payment of the said sum of eight thousand dollars, or any part thereof, at the time when the same ought to be paid as abovementioned, that then in that case, it shall be lawful for the said party of the second part, his heirs, executors, administrators or assigns, to sell and dispose of the premises above described, with the appurtenances, at public vendue, and upon such sale to execute and deliver to the purchaser, his heirs or assigns, a sufficient deed of conveyance therefor, pursuant to the statute in such case made and provided; and the overplus money, if any there be, after deducting all the monies due, with the interest, and all costs, charges and expenses of such vendue and conveyance shall, when demanded, be paid to the said parties of the first part, their heirs or assigns.

In witness whereof, the said parties of the first part hath hereunto set their hand and seal, the day and year first above written.

HENRY M. WHEELER. [L. S.]
PAULINA WHEELER. [L. S.]

Signed and delivered in presence of
DANIEL CHURCHILL,
EDMUND L. REED.

BERKSHIRE, *ss.* June 22d, 1835.

Then the abovenamed Henry M. Wheeler and Pauline Wheeler acknowledged the above to be their free act and deed.
Before me,

DANIEL CHURCHILL,
Justice of the Peace.

STATE OF NEW YORK, *Columbia County, ss.*

On the twenty-third day of September, in the year A. D. 1835, personally appeared before me, Henry M. Wheeler and Paulina his wife, known to me to be the individual described in, and who executed the within conveyance, who acknowledged that they executed the same, and the said Paulina acknowledged on a private examination, separate and apart from her said husband, that she executed the said conveyance freely and without any fear or compulsion of her said husband.

JOS. SUTHERLAND, Jr.
Commissioner of Deeds.

THE STATE OF RHODE ISLAND, &c.
County of Providence, ss.

Be it remembered, that I, Nathaniel Searle, a public notary for the county and State aforesaid, by authority duly authorized, commissioned and sworn, and residing in the city of Providence, in the county and State aforesaid, at the request of George Rivers, Esq., the holder and possessor of the afore described indenture of mortgage, did diligently compare the afore described indenture of mortgage with the original, and found the same to be a true and correct copy thereof.

In witness whereof, I have hereunto subscribed my name this 18th day of September, A. D. 1840.

NATHL. SEARLE,
Public Notary.

(Endorsed.) Received and recorded 24th September, 1835, at ¼ past 11 o'clock, A. M. in mortgage book R, pages 59, 60.

JAMES STORM,
Clerk.

PROVIDENCE, September 17, 1840.

We agree that the within copy may be used in the trial of the action J. Carpenter vs. Providence Washington Insurance Company, in the same manner and with the same effect that the original deed might be used.

WHIPPLE & RIVERS,
Plffs. Atty.
R. W. G.
P. PRATT.

Copy Bond.

Henry M. Wheeler and Samuel G. Wheeler, to Epenetus Reed.

Know all men by these presents, that we, Henry M. Wheeler, of the town of Stockbridge, in the county of Berkshire, in the State of Massachusetts, and Samuel G. Wheeler, of the city and county and State of New York, are held and firmly bound unto Epenetus Reed, of the town of Coxsackie, in the county of Greene, and State of New York, in the sum of sixteen thousand dollars, lawful money of the United States of America, to be paid to the said Epenetus Reed, or to his certain attorney, executors, administrarors or assigns, the which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents. Sealed with our seals, dated the fifteenth day of June, in the year of our Lord one thousand eight hundred and thirty-five.

The condition of this obligation is such, that if the above bounden Henry M. Wheeler and Samuel G. Wheeler, or either of them, their heirs, executors and administrators, or any of them, shall and do well and truly pay or cause to be paid unto the abovementioned Epenetus Reed or to his certain attorney, executors, administrators, or assigns, the just and full sum of eight thousand dollars, with the interest annually, in the following manner, (viz:) two thousand dollars on the fifteenth day of June, eighteen hundred and thirty-six; the residue to be paid in three equal annual payments thereafter, with the interest annually on all that shall remain unpaid at six per cent. interest, without any fraud or other delay, then this obligation to be void, or else to remain in full force and virtue.

HENRY M. WHEELER. [L. S.]
SAMUEL G. WHEELER. [L. S.]

Sealed and delivered in the presence of
EGBERT REED,
For Henry M. Wheeler.
JAS. P.
For Samuel G. Wheeler.

Received June 15th, 1836, per S. Wheeler, two thousand dollars on the principal of this bond, and four hundred and eighty dollars for interest, which sums I have placed to the credit of James Hall & Co. in the Tradesmens' Bank.

W. H. Falls, Cr.

	Tradesmens' Bank.
On account principal	$2,000
For interest	480
	$2,480

Received June 15th, 1837, on the within bond the interest to this date.

Received June 15th, 1838, on the within bond, the interest to this date.

THE STATE OF RHODE ISLAND, &c.
County of Providence, ss.

Be it remembered, that I, Nathaniel Searle, a public notary for the county and State aforesaid, by authority duly authorized, commissioned and sworn, and residing in the city of Providence, in the county and State aforesaid, at the request of George Rivers, Esq., the holder and possessor of the afore described bond or obligation, did diligently compare the aforegoing with the original, and found the same to be a true and correct copy thereof.

In testimony whereof, I have hereunto subscribed my name this 18th day of September, A. D. 1840.

NATHANIEL SEARLE,
Public Notary.

PROVIDENCE, September 17, 1840.

We agree that the within copy may be used in the trial of the case of J. Carpenter vs. Prov. Wash. Ins. Co., in the same manner and with the same effect that the original bond might be used.

WHIPPLE & RIVERS,
Plffs. Atty.
R. W. G.
P. PRATT.

Paper F.

STATE OF NEW YORK, *Columbia County, ss.*

Jeremiah Carpenter, of the town of Livingston, in said county, being duly sworn, deposes and says, that on the night of the ninth day of April, A. D. 1839, the Glenco cotton factory, water wheel, and fixed machinery and moveable machinery, and the stock contained therein, insured by the American Insurance Company, in Providence, under policy No. 1148, issued by said company, were destroyed by fire; that the annexed account of his loss and damage is true and just to the best of his knowledge and belief, and as near as he can ascertain the same. That there was no insurance on said property at the time of said fire except by the American Insurance Company, in Providence, for six thousand dollars, under the above named policy, and by the Providence Washington Insurance Company, for fifteen thousand dollars. That said policy for six thousand dollars, was, by the permission of the company, soon after it was effected, duly assigned to Epenetus Reed, who at the time of said fire was the owner thereof; and further this deponent says not.

JEREMIAH CARPENTER.

Subscribed and sworn, this 24th April, 1839, before me,
DARIUS PECK,
Recorder of Hudson.

STATE OF NEW YORK, *Columbia County, ss.*

Henry M. Wheeler, of the town of Livingston, in the county of Columbia, aforesaid, being duly sworn, deposes and says, that he resides near the Glenco cotton factory, and was interested therein as a partner, until about a year ago, when he sold out to Jeremiah Carpenter. That he always has been, and was at the time of the fire, well acquainted with and familiar with the factory buildings and the fixed and moveable machinery contained therein. That

he is familiar with the cost of said machinery. That he has carefully examined the annexed account of Jeremiah Carpenter of his loss and damage by said fire. That in his judgment, and from his knowledge of the property and machinery destroyed, the annexed account and apprisal thereof, is a low estimate. That the machinery was as good and as valuable, as if it had been new, having been used long enough to run light and easily. That the main building was built eight or nine years since, and some of the other buildings more recently. The weave shop about two years ago. And this deponent further says, that the buildings of said factory destroyed as aforesaid, were valuable and substantially built, and were worth, at the time of the fire, at least five thousand dollars. And further this deponent says not.

HENRY M. WHEELER.

Subscribed and sworn, this 24th April, 1839, before me,
DARIUS PECK.
Recorder of Hudson.

STATE OF NEW YORK, *Columbia County, ss.*

I, Michael De Lemater, as justice of the peace in and for said county, a magistrate most contiguous to the place of the fire, and not concerned in the loss, do hereby certify that I am acquainted with the character and circumstances of Jeremiah Carpenter, the person injured, and having investigated the circumstances, in relation to his loss, do verily believe that he has, by misfortune, and without fraud or evil practice, sustained by said fire, loss and damage to the amount of twenty-four thousand and twenty dollars and sixty-five cents. Dated Livingston, April 24th, 1839.

M. DE LEMATER,
Justice of the Peace.

STATE OF NEW YORK, *Columbia County, ss.*

John Tanant, of the town of Livingston, of said county, being duly sworn, deposes, that he was an overseer in the Glenco cotton factory at the time of the late fire. That he has examined the account of stock destroyed, mentioned in the account of Jeremiah Carpenter, hereunto annexed. That the same is correct, to this deponent's recollection, the most of it being in the weave room, which was under the immediate superintendence of this deponent. That the machinery of said factory was very good, as good as new, being worn just enough to run easily and lightly.

JOHN TARRELL.

Subscribed and sworn this 24th of April, 1839, before me,
DARIUS PECK,
Recorder of Hudson.

A particular account of the loss and damage of Jeremiah Carpenter, of the town of Livingston, county of Columbia, and State of New York, sustained by him by the destruction by fire, on the night of the ninth day of April, 1839, of his factory, buildings, and weave shop adjoining, called the Glenco factory, and the water-wheel, fixtures, and moveable machinery, and stock contained in said factory buildings. Insured by the American Insurance Company in Providence under policy No. 1148, for six thousand dollars, and by the Providence Washington Insurance Company, under policy No. 4361, for fifteen thousand dollars, as hereinafter particularly specified.

Main building, 37 by 40, 3 stories, a basement and attic, together withweave shop, 37 by 70, 1½ stories, constituting the Glenco cotton factory buildings			5,000 00
Water-wheel			300 00
Fixtures and fixed machinery, consisting of geering throughout the mill, and the belts that drove the counter shaft			2,500 00
	Basement Story.		
Lathe, grind stone, and tools to do repairs in mill			200 00
1 Governor			25 00
	First Story.		
1 Lap machine, 24 inch			300 00
1 Picker			30 00
6 cards, 24 inch, with clothing complete			1,500 00
2 Drawing frames, 3 heads, each $50			300 00
2 Improved plate speeders, 10 plate each			500 00
100 Drawing and speeder cans			75 00
500 Speeder bobbins			10 00
1 Set scales			3 00
1 Grinding machine, 24 inch			100 00
1 Stove and pipe			15 00
2 Water casks, 3 large boxes and 1 set steps			5 00
1 Large sheet iron box			5 00
1 Oil can			7 00
Sundry tools, use room and work bench			10 00
Extra geering, got for card room			15 00
	Second Story.		
6 Trostle frames, 132 spds. each, 792 spd. $5			3,960 00
1 Large spoolln			75 00
1 Warping machine, with creal			75 00
600 Spools	$ 5		30 00
3000 Throstle bobbins	20		60 00
792 Skeins	do		15 84

800	Speeder bobbins	- -	$20	-	16 00
6	Bobbin boxes, (wood)	-	4s.	-	3 00
1	Small lathe	- - -	-	-	15 00
1	Stove and pipe	- -	-	-	15 00
1	Set trying scales and weights and small rule				5 00
Small extra geering, got for the frame				- -	15 00
1	Yarn beam rack	- -	-	-	2 00
Small tools, use room, work bench and desk				-	12 00

Third Story.

1	Pair mules, 264 spd. each 528				
1	Single do	300	828 spd.	$2	1,656 00
1000	Skeins		- -		20 00
1000	Bobbins	- - -	-	-	20 00
8	Cap boxes (wood and sheet iron)		-	-	8 00
1	Stove and pipe		- -	-	15 00
1	Large scale and beam		- -	-	7 00
Small extra geering, got for mules				- -	10 00
Do	Tools used in room		- -	-	5 00

Attic Room.

1	New dressing frame	- -	-	-	300 00
	Amount carried forward,				$17,239 84
1	Second hand dressing frame		-	-	200 00
1	Copper boiler and pipe	-	-	-	12 00
6	Size floom and water casks		-	-	6 00
6	Old spinning frames	$50 each		-	300 00
1	Stretcher	- - -	-	-	50 00
1	Bobbin and fly frame		- -	-	50 00
1	Lot loom castings and loom wheels			-	20 00
3	Yarn reels	- - -	-	-	30 00
1	Wick frame	- -	-	-	30 00
1	Stove and pipe	- -	-	-	20 00

Weave Shop.

48	Looms, with reeds, harnesses, shuttles, and every thing complete, at $70			-	3,360 00
1	Drawing in frame, 1 table, 1 desk and 1 measuring frame	- -	-	-	15 00
1	Work bench and tools	- -	-	-	30 00
1	Lot loom box sides and loom wheels			-	15 00
2	Stoves and pipes	- -	-	-	40 00
1	Loom beam rack	- -	-	-	1 00
1	Oil can	: -	-	-	3 00
10	Cap boxes, wood and sheet iron		-	-	10 00

Over Weave Shop.

1 Batt card, 36 inch		30 00
1 Second hand wellon		30 00
1 Warping machine with creal		50 00
1 Lot stove pipe		10 00
1 Mule, 225 spd.	$2	450 00
2 Oil barrels		1 00
2 Yarn reels		20 00
10 Cap boxes, wood and sheet iron		10 00
8 Extra section beams		16 00
10 Lap rollers		5 00
Oil cups and oil catcher, under hangers and under geering		20 00
Damage to lightning rod		3 00
		$22,076 84

Stock.

Cotton in picker's room	500 lbs.	17	-	87 50
Do on lap rollers	16	18	-	2 88
Do on drawing and speeders from	50	19	-	9 50
Roving 60 lb. throstles and mules	275	21	-	57 75
Yarn on spools and bobbins, No. 26	102	31	-	62
16 Section beams, yarn 26	1,411	32	-	451 52
35 Looms do do 26	1,476	36	-	529 20
140 pieces cloth, 30 yards each	4,200	7	-	294 00
Cap filling, No. 30	337	35	-	117 95
Oil throughout the mill, galls.	33	112	-	36 96
5 lbs. Headdles twine		5	-	2 50
5 lbs. Yarn twist No. 26		31	-	1 55
5 lbs. Filling 30		35	-	1 75
2 lbs. Mule binding	37½		-	75
5 lbs. Throstles		3	-	1 88
8 setts Headdles		87	-	8 00
Flour and size			-	20 00
500 lbs. clean waste at $6			-	30 00
200 lbs. Caps at 5			-	10 00
50 lbs. Cotton Caps at 10			-	5 00
3 yards Kersey at 1½			-	4 50
Lacing leather			-	2 00
400 Rolls leather at 1½			-	6 00
3 yards Leather cloth 8s			-	3 00
1 side Picker string leather			-	3 50
4 doz. Pickers at 1½			-	6 00
Brooms, large brush and dusting brushes in mill			-	6 00
10 Pails			-	2 56
Belts that draw the machinery through the mill			-	200 00

4 Coal hods, poker and shovel - - - 10 00

$24,020 65

JEREMIAH CARPENTER.

STATE OF NEW YORK, *Columbia County, ss.*

Jeremiah Carpenter being duly sworn, deposes and says, that the foregoing account is a true copy of the account of his loss presented to the Providence Washington Insurance Company, and the American Insurance Company, on the thirteenth day of April last, by this deponent. And further this deponent says not.

JEREMIAH CARPENTER.

Subscribed and sworn, this 31st day of May, 1839, before me.

DARIUS PECK,
Recorder of Hudson.

Paper F.F.

No. 1148.

AMERICAN INSURANCE COMPANY, IN PROVIDENCE.

By this policy of insurance, the American Insurance Company, in consideration of ninety-seven 50-100 dollars, to them paid by the insured berein after named, the receipt whereof is hereby acknowledged, do insure Henry M. Wheeler & Co., against loss or damage by fire, to the amount of six thousand dollars, to apply as follows, to wit: fifteen hundred dollars on the Glenco Cotton Factory, water wheel and fixed machinery, thirty-five hundred dollars on moveable machinery, and one thousand dollars on stock contained therein, said factory is situated in Livingston, New York. This insurance is made with reference to letters of S. G. Wheeler, dated the 14th November, and 6th December, 1836, with knowledge of additional insurance on the same property by the Providence Washington Insurance Co., to the amount of fifteen thousand dollars, and with the agreement that the assured may assign this policy to Epenetus Reed.

And the said company do hereby promise and agree to make good unto the said insured, their executors, administrators, and assigns, all such loss or damage, not exceeding in amount the sum insured, as shall happen by fire to the property as above specified, during one year, to wit, from the twelfth day of December, one thousand eight hundred and thirty-six, (at twelve o'clock at noon) unto the twelfth day of December, one thousand eight hundred and thirty-seven, (at twelve o'clock at noon) the said loss to be estimated according to the true and actual value of the said prop-

erty at the time the same shall happen; and to be paid within sixty days after due notice and proof thereof made by the insured, in conformity to the conditions annexed to this policy. Provided always, and it is hereby declared, that this corporation shall not be liable to make good any loss or damage by fire, which may happen or take place by means of any invasion, insurrection, riot, or civil commotion, or of any military or usurped power. And provided further, that in case the insured shall have already any other insurance against loss by fire on the property hereby insured, not notified to this corporation, and mentioned in or endorsed upon this policy, then this insurance shall be void and of no effect. And if the said insured, or assigns, shall hereafter make any other insurance on the same property, and shall not, with all reasonable diligence, give notice thereof to this corporation, and have the same endorsed on this instrument, or otherwise acknowledged by them in writing, this policy shall cease and be of no further effect. And in case of any other insurance upon the property hereby insured, whether prior or subsequent to the date of this policy, the insured shall not, in case of loss or damage, be entitled to demand or recover on this policy, any greater portion of the loss or damage sustained than the amount hereby insured shall bear to the whole amount insured on the said property. And it is agreed and declared to be the true intent and meaning of the parties hereto, that in case the above mentioned shall at any time after the making, and during the time this policy would otherwise continue in force, be appropriated, applied, or used, to and for the purpose of carrying on, or exercising therein, any trade, business or vocation, denominated hazardous or extra hazardous, or specified in the memorandum of special rates, in the proposals annexed to this policy, or for the purpose of storing therein any of the articles, goods, or merchandise, in the same proposals denominated hazardous or extra hazardous, or included in the memorandum of special rates, unless herein otherwise specially provided for, or hereafter agreed by this corporation, in writing, to be added to or endorsed upon this policy, then and from thenceforth, so long as the same shall be so appropriated, applied or used, these presents shall cease and be of no force or effect. And it is moreover declared, that this insurance is not intended to apply to or cover any books of account, written securities, deeds or other evidences of title to lands, nor to bonds, bills, notes or other evidences of debt, nor to money or bullion. And that this policy is made and accepted in reference to the proposals and conditions hereto annexed, which are to be used and resorted to, in order to explain the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for. ☞ This insurance (the risk not being changed,) may be continued for such further term as shall be agreed on, provided the premium therefor is paid, and endorsed on this policy, or a receipt given for the same. ☞ The interest of the insured in this policy is not assignable, unless by consent of this corporation, manifested

in writing; and in case of any transfer or termination of the interest of the insured, either by sale or otherwise, without such consent, this policy shall from thenceforth be void and of no effect.

In witness whereof, the Providence Washington Insurance Company have caused these presents to be signed by their President, and attested by their secretary, in Providence, this 12th day of December, in the year of our Lord one thousand eight hndred and thirty-six.

Attested, WILLIAM RHODES, *President.*
GIDEON THORNTON, *Secretary.*

1837, December 14, Samuel G. Wheeler by letter, dated 13 December, 1837, notifies that he has transferred his interest on the Glenco Factory and machinery to Jeremiah Carpenter, and thereupon it is agreed that the within policy shall be for his benefit, and not that of said Wheeler.

See letter to Jeremiah Carpenter, December 14, 1837.

1838, May 4, assignment by Henry M. Wheeler and Samuel G. Wheeler of their interest in this policy to Jeremiah Carpenter.

See letter to Samuel G. Wheeler, dated May 4th, 1838.

Proposals by the American Insurance Company in Providence, for Insuring Houses, Manufactories, Buildings, Goods, Machinery and Merchandize, from loss or damage by Fire.

CLASSES OF HAZARDS AND RATES OF ANNUAL PREMIUMS.

1st class of hazards.—Buildings of brick or stone, covered with tile, slate, or metal, the doors and windows of solid iron	22 cents per $100
2d class of hazards.—Buildings of brick or stone, covered with tile, slate or metal	25 cents per $100
3d class of hazards.—Buildings of brick or stone, roofs three-fifths of tile, slate or metal, the rest shingled	30 cents per $100
4th class of hazards.—Buildings of brick or stone, covered with wood	37½ cents per $100
5th class of hazards.—Buildings of frame, filled in with brick, the front entirely brick	50 cents per $100
6th class of hazards.—Frame buildings, filled in with brick	62½ cents per $100
7th class of hazards.—Frame buildings, hollow walls, with brick front	70 cents per $100
8th class of hazards.—Buildings entirely of wood	75 to 100 cts. pr $100

Not hazardous.—Goods *not hazardous* are to be insured at the same rates as the buildings in which they are contained, and are such as are usually kept in dry goods stores; including also household furniture and linen, cotton in bales, coffee, flour, indigo, potash, rice, teas, sugars, spices, paints ground in oil, and threshed grain.

Hazardous.—The following trades, goods, wares and merchandize are considered *hazardous*, and are charged with an additional premium: booksellers' stock, chair makers, chocolate makers, confectioners, china, glass and earthenware in packages, flax, hemp, jewellers' stock, milliners, musical instrument sellers' stock, oil, pitch, pictures and prints, sail makers, ship chandlers, spirituous liquors, saltpetre, tar, turpentine, tavern-keepers, tobacco manufacturers and watchmakers' stock.

Extra hazardous.—The following trades and occupations, goods, wares and merchandize are deemed *extra hazardous*, and will be charged with a still greater additional premium, viz: aqua fortis, apothecaries or druggists, boat builders, coach makers, cabinet makers, carpenters, in their own shops, or buildings erecting or repairing, chemists, china, glass and earthenware unpacked, and buildings in which the same are packed, coopers, dyers, ether, founders, fodder and grain unthreshed, hay, musical instrument makers, spirits of turpentine, straw, soap boilers and tallow chandlers, and all manufactories requiring the use of fire heat. ☞Gunpowder is not insurable unless by special agreement.

Special.—Mem. bakeries, breweries, book binderies, distilleries, fulling-mills, grist-mills, malt-houses, paper-mills, printing offices, sugar refineries and saw-mills will be insured at special rates of premium.

Country houses.—N. B. Country houses, standing detached from other buildings, though of the 6th, 7th or 8th class, will be insured at 50 cents per one hundred dollars. Barns and stables in the country at 75 cents ditto ditto.

Ships in port, or their cargoes, and ships building or repairing, may be insured against fire.

Conditions of Insurance.

I. Applications for insurance on property out of the town of Providence, must be in writing, and specify the construction and materials of the building to be insured, or containing the property to be insured; by whom occupied; whether as a private dwelling or how otherwise; its situation with respect to contiguous buildings, and their construction and materials; whether any manufactory is carried on within or about it; and in case of goods and merchandize whether or not they are of the description denominated hazardous or extra hazardous. And if any person insuring any building or goods shall describe the same otherwise than as they really are, so

that the same be insured at less than the usual rate of premium, such insurance shall be void and of no effect.

II. No insurance, whether original or continued, shall be considered as binding, until the actual payment of the premium.

III. Goods held in trust or on commission are to be declared and insured as such; otherwise the policy will not cover such property.

IV. Policies of insurance made by this company shall not be assignable without the consent of the company, expressed by endorsement thereon.

V. Notice of all previous insurances upon property insured by this company shall be given to them, and endorsed on this policy, or otherwise acknowledged by the company in writing, at or before the time of their making insurance thereon; otherwise the policy made by this company shall be of no effect. And in case of subsequent insurances on property insured by this company, notice thereof must also, with all reasonable diligence, be given to them, to the end that such subsequent insurance may be endorsed on the policy made by this company, or otherwise acknowledged in writing; in default whereof, such policy shall thenceforth cease and be of no effect. And in case of loss, this company shall be liable for such rateable proportion of loss or damage happening to the subject insured, as the amount insured by this company shall bear to the whole amount insured thereon, without reference to the dates of the different policies.

VI. This company will be liable for losses on property burnt by lightning, but not for any loss or damage by fire happening by means of any invasion, insurrection, riot or civil commotion, or of any military or usurped power.

VII. Books of account, written securities, or evidences of debt, title deeds, writings, money or bullion, are not deemed objects of insurance.

VIII. Jewels, plate, medals, paintings, statuary, sculptures, and curiosities, are not deemed to be included in any insurance, unless specified in the policy.

IX. All persons insured by this company, and sustaining loss or damage by fire, are forthwith to give notice thereof to the company; and as soon after as possible to deliver in a particular account of such loss or damage, signed with their own hands, and verified by their oath, or affirmation, and also if required, by their books of account and other proper vouchers; they shall also declare on oath, whether any and what other insurance has been made on the same property, and procure a certificate under the hand of a magistrate, notary public, or clergyman, (most contiguous to the place of the fire, and not concerned in the loss) that they are acquainted with the character and circumstances of the person or persons injured; and that having investigated the circumstances in relation to such loss, do know or verily believe, that he, she, or they, really and by misfortune, and without fraud or evil practice, hath or have sustained by such fire, loss and damage, to the amount

therein mentioned, and until such proofs, declarations and certificates are produced, the loss shall not be payable: Also, if there appear any fraud, or false swearing, the claimant shall forfeit all claim by virtue of this policy.

X. Payment of losses shall be made in sixty days after the loss shall have been ascertained and proved, without any deduction whatever; and in case differences shall arise, touching any loss or damage, it may be submitted to the judgment of arbitrators, indifferently chosen, whose award in writing shall be binding on the parties.

XI. Insurance may be made for seven years by paying the premium for six years, and for a less number of years than seven, a reasonable discount shall be allowed.

XII. Insurance once made, may be continued for such further term as may be agreed on, the premium therefor being paid and endorsed on the policy, or a receipt being given for the same; and they shall be considered as continued under the original representation, in so far as it may not be varied by a new representation in writing, which in all cases it shall be incumbent on the party insured to make, where the risk has been changed either within itself, or by the surrounding or adjacent buildings.

Letters referred to in policy endorsements marked FF, and also inserted in the body of the bill of exceptions.

AMERICAN INSURANCE OFFICE,
Providence, December 14, 1837.

Dear Sir: Pursuant to a request from Samuel G. Wheeler, I enclose you renewal certificate of policy No. 1148, on the Glenco factory and machinery, and have drawn on you at five days sight for the premium, ninety-seven dollars 50 cents.

I have notified the Providence Washington Insurance Company that Mr. Wheeler had disposed of his interest to you, of which they have made record. This company have made a similar record, the liberty to transfer to Epenetus Reed is stated in the original policy.

I am, &c.

A. O. PECK,
Secy. Am. Ins. Co.

JEREMIAH CARPENTER,
42 Pine street, New York.

PROVIDENCE, May 4, 1838.

SAM'L G. WHEELER.

Sir: In reply to yours of the 28 April, I am directed to say to you that this company consent to the assignment by yourself and

your brother of your respective interests in policy No. 1148, on the Glenco Mill to Jeremiah Carpenter.

I am, sir,

A. O. PECK,
Secretary.

Paper G.

PROVIDENCE WASHINGTON INSURANCE COMPANY.

The subscribers request insurance against loss or damage by fire for the term of one year on their interest in the Glenco Cotton Factory described below.

☞ The applicant is requested to answer the following questions:

1. Where is the building situated?

1. In the town of Livingston, county of Columbia, State of New York.

2. How long is it?

2. One hundred and ten feet.

3. How wide is it?

3. Thirty-seven feet.

4. How many stories high is it?

4. The main building (40 feet long) is three stories, the weave shop one story.

5. How old is the building?

5. Seven years old.

6. How are the several stories occupied, beginning with the basement story?

6. The basement is used as a temporary machine shop, and has a card for making batts in it.

The first floor is used for picking, carding, drawing and roping. The second is a spinning room, also for spooling and warping. The third, at present, a weave shop, but intended for a mule room. The attick, at present, is used for a dressing room. The weave shop, which is seventy feet long, is attached to the north end of the building with the floor on a level with the basement.

7. Are the walls of brick, stone or wood?

7. They are of wood.

8. How are the rooms finished? Are they plastered on the sides and overhead, or ceiled with wood? Is the garret plastered between the rafters, or across the rafters, or not plastered at all?

8. The card room is filled in with brick and plastered, sealed up 2½ feet over the plastering. The second and third stories are lathed and plastered and sealed the same as the card room. The garret partially lathed and plastered between the rafters. None of rooms are ceiled over head.

9. Is the roof covered with slate or shingles, laid in mortar or without mortar?

9. The roof is covered with shingles.

10. Has the building a wood jet and wood trough under the eaves?

10. It has a wood jet on one end and both sides.

11. Are the floors laid in mortar?

11. They are not.

12. Are there any stationary or permanent ladders affixed to the building, and is there a scuttle in the roof? Has the roof a ballustrade or any railing on it?

12. The roof is plain, with a stationary ladder reaching to it. There is no scuttle.

13. Are there any moveable ladders of sufficient length to reach the windows of each story?

13. There are.

14. Is any part of the building used as a machine shop for working wood or iron? If so, state in what part, and whether there is any furnace, forge or stove therein.

14. The basement is used for a machine shop to do the repairs of the mill. There is neither stove or furnace in it.

15. How is the building warmed? If by stoves, state how many, which rooms they are in, and of what kind; are the stove pipes in good order, put together with rivets, and secured from coming apart; and are they a sufficient distance from any wood to make them safe in that respect; and if wood is used, are they taken down and cleaned as often as is necessary?

15. The building is warmed by stoves, of which there are six, viz: 1 in the card room, one in the spinning room, one in the mule room, one in the dressing room, and two in the weave shop. The pipes are rivetted and securely fastened. If the pipes pass near wood, the wood is tinned over. The stoves are cylinders of cast iron with sheet iron tops.

16. Are there any sheet iron stoves used in the building that are not lined with fire bricks, pipe-clay, iron or scrap stone?

16. ———

17. What fuel is used to warm the building?

17. Coal with wood, occasionally in the dressing room.

18. Are the frames of the cards, looms and spinning frames of iron or wood?

18. The card frames are wood, the looms and spinning frames are iron.

19. Are the drums and shafts of iron or wood?

19. The shafts are iron, lagged with wood.

20. Is there a porch to the building?

20. ———

21. Is there a forcing pump in the building or near it?

21. ———

22. Is there a good fire engine belonging to the factory, with sufficient hose to lead all over the building?

22. ———

23. Are there any other engines near enough to give assistance in case of fire, if so, how near?

23. ———

24. Is a watch kept constantly in the building? If no watch is constantly kept, state what is the arrangement respecting it?

24. No watch is kept, there is a person employed to go through the mill every night two hours after the mill stops.

25. Is there a watch-clock in the building?

25. There is none.

26. Is the waste collected and removed daily?

26. It is.

27. How is the building lighted?

27. By suspended lamps, no open lights being permitted in the building.

28. Is there a picker in the building? If so, state particularly in what part of the building, and in what manner it is secured to guard against fire, and what kind of boxes the beater runs in?

28. The picker is on the first floor, with the cards, separated by a partition from the card room, the beater runs in.

29. Is there a lightning-rod to the building?

29. There is.

30. Is there any fire heat used in the building, other than to warm it?

30. There is during the summer for boiling sizing.

31. How many mules?

31. Three.

32. How many looms?

32. Forty-eight.

33. How many cards?

33. Seven.

34. How many drawing frames?

34. Two.

35. How many thortle frames?

35. Six.

36. How many speeders?

36. Two.

37. How many dressers?

37. One.

38. How long has the machinery been running?

38. Ten months.

39. During what hours is the factory worked?

39. The factory is run twelve hours per day.

40. Has any particular individual charge especially of the fires and lights?

40. There has.

41. Is smoking or drinking spirituous liquors allowed on the premises?

41. Neither are allowed.

42. Are the building and machinery both owned by the same persons or company?

42. They are.

43. Are there casks constantly supplied with water, on each floor of the building, with buckets in each room ready to be used to extinguish fire?

43. There are buckets in each room.

44. Are the works immediately superintended by one of the proprietors.

44. They are.

45. Description and distance of the adjacent buildings, of what constructed, size, height and how occupied?

45. The nearest is a coal and lumber house, 12 feet distance, built of wood, 12 feet square, 7 feet posts. The next is an office, 18 by 24 feet, 12 feet posts, built of wood, and used for storing cotton and goods, baling, &c., and is fifty feet. The next a dwelling, 20 by 28 feet, 12 feet posts, ninety-five feet from the factory. The fourth, a dwelling, 18 feet by 24, 10 feet posts, one hundred and eighty-one feet. Their relative position you will see on the sketch accompanying this.

46. What is the estimated value of the factory and machinery?

46. Factory and machinery nineteen thousand dollars. Stock in works one thousand.

At what premium will the Providence Washington Insurance Company insure fifteen thousand dollars on the above described property.

The weave shop abovementioned is not yet completed, nor is the machinery in, but as we expect it so soon in operation, we have made out our list as though it were already finished. We would reserve the privilege of removing the dressing frame into the garret over the weaving room. Please inform us what are your regulations about adding or altering the place of machinery.

Respectfully yours,

EGBERT REED & CO.

P. S. Direct to Hudson.

(Endorsed.) Post mark—37 1-2—HUDSON, Sept. 10, N. Y.
To RICHARD JACKSON, Esq.
President of Providence Washington Ins. Co.
Providence, R. I.

Paper referred to marked H.

Deposition of Epenetus Reed.

I, Epenetus Reed, of the town of Coxackie, county of Greene, and State of New York, being first duly engaged and sworn, on oath say, in answer to interrogatories put to me by Peter Pratt, Esq., attorney for the Providence Washington Insurance Company:

1st. Interrogatory, by P. Pratt, counsel for defendant: Do you now hold two bonds and two mortgage deeds, covering the mills, estate and machinery at Livingston, in this county, called the Glenco mills, now belonging to Jeremiah Carpenter; one made to you by Henry M. Wheeler, and the other by Samuel G. Wheeler, and if so, please state as near as you can recollect, the date of said bonds and mortgages respectlvely; the amount and consideration of each—how much has been paid to you on each, and how much is now due you on each?

The above interrogatory is objected to by counsel for the plaintiff.

Answer. He says I now hold two such bonds and two mortgages as enquired of in said interrogatory. The bond and mortgage from Samuel G. Wheeler, was dated 17th October, 1836, the bond and mortgage from Henry M. Wheeler he cannot give the date of, but thinks it was 15th June, 1834 or 5. The consideration and amount of bond and mortgage from Samuel G. Wheeler was ten thousand dollars, I believe there has been paid two thousand dollars principal, the interest has been paid up to something more than a year past. The principal and interest has been paid by S. G. Wheeler.

The amount and consideration of the Henry M. Wheeler bond and mortgage was eight thousand dollars. There has two thousand dollars principal been paid, and interest up to about June, 1838. These bonds and mortgages are now in the hands of John Whipple, Esq., in Providence, Rhode Island, unless they are on their return home. The balance now due on these bonds and mortgages is the face according to the terms thereof, except the payments herein before specified.

2d. Interrogatory. Did Henry M. Wheeler & Co., obtain a policy of insurance on the property mortgaged to you as aforesaid, of the American Insurance Company, in Providence, Rhode Island, for six thousand dollars, bearing date on or about the 12th day of December, A. D. 1836, with permission that the same might be assigned to you, and if so, was that policy assigned to you? And if so, when? By whom? For what purpose, and for what consideration?

The counsel for plaintiff objects to the above interrogatory.

Answer. There was policy sent to me by Samuel G. Wheeler, in the name of Henry M. Wheeler & Co., agreeable to contract made by Samuel G. Wheeler and myself when I took the mortgage. Samuel G. Wheeler agreed to furnish me with a policy of ten thousand dollars, instead of which he sent me one for six thousand dollars, which policy was of the description mentioned in this interrogatory. This policy was assigned to me. I think the policy was assigned to me in December, 1836.. It was first assigned to me by Samuel G. Wheeler alone; I then wrote to him, and he sent me an assignment in the names of Henry M. Wheeler & Co. It was assigned to me as a collateral security for the ten thousand dollar mortgage, and no other consideration that I know of. I did not pay the premium on the policy, and presume it was paid by

Samuel G. Wheeler. Mr. Carpenter sent me an assignment of the same policy, I think a year ago last winter. I do not know for what purpose this last assignment was made, as I held a full assignment before. This assignment of Jeremiah Carpenter's was not made by my request. I paid no premium or new consideration for this assignment. I considered I held this policy, after the assignment of Mr. Carpenter, on the same terms and considerations that I did before. I did not consider that this assignment altered my claim in any way.

3d Interrogatory. Have you any papers in your possession signed by Henry M. Wheeler & Co., Samuel G. Wheeler, Henry M. Wheeler, Jeremiah Carpenter, or yourself, in relation to the subject matter of the last interrogatory? If so, please produce them to the magistrate taking this deposition, to the end that the magistrate may annex copies thereof to this deposition.

The counsel for the plaintiff objects to the 3d interrogatory.

Answer. I have one paper with me, and that is all I have on the subject, which paper the deponent now presents, that a copy thereof may be annexed to this deposition. A copy whereof is annexed to this deposition, marked A.

This contract now produced is the one I alluded to in my answer to the second interrogatory.

4th. Interrogatory. If at the time or immediately after the assignment of said policy by Jeremiah Carpenter to you, say on the 23d day of May, A. D. 1838, there had been a loss by fire, and you had received of the American Insurance Company the amount of the aforesaid policy, should you have applied the money so received in part payment of one or both of the aforesaid bonds and mortgages, and endorsed the same thereon? If to both, in what proportion? If to one only, then to which? and if to neither, to what purpose would you have applied the money so received?

The counsel for plaintiff objects to the 4th interrogatory.

Answer. If had receive the money as is supposed in the 4th interrogatory, I should have applied the same in part payment of the ten thousand dollar mortgage made by Samuel G. Wheeler, and endorsed the same thereon.

5th. Interrogatory. In case you had received the money from the American Insurance Company as is supposed in the last interrogatory, and Jeremiah Carpenter had paid either of the aforesaid mortgages and bonds, should you have applied the insurance money so received, to the payment of the other bond and mortgage?

Objected to by plaintiff's counsel.

Answer. In case the Samuel G. Wheeler bond and mortgage had been paid, I consider my right to the policy would have been at an end.

6th. Interrrogatory. In case Jeremiah Carpenter had paid to you the amount due on both mortgages and bonds aforesaid, then in the event of receiving the money, as is supposed in the 4th in-

terrogatory, should you have paid over the amount of insurance money so received, to Jeremiah Carpenter? And if not, what would you have done with it? And in case you had not received the money of the insurance company, would you not have re-assigned the policy of insurance to Jeremiah Carpenter for his own use? and if not, what would you have done with the policy?

Objected to by plaintiff's counsel.

Answer. I had no authority for so paying over the money to Jeremiah Carpenter. I was only bound by the contract had with Samuel G. Wheeler. I think I should not have assigned the policy to Jeremiah Carpenter, if I had not received the money from the insurance company. I should have considered the policy as dead and not assigned it to any one.

7th Interrogatory. Have their been any agreements, conditions or stipulations written, or parole entered into between yourself, Samuel G. Wheeler, Henry M. Wheeler, Henry M. Wheeler & Co., Jeremiah Carpenter, or either of them, other than as you have herein before stated, if so pleace state what and with whom?

Objected to by plaintiff's counsel.

Answer. I had a verbal agreement with Jeremiah Carpenter, that he would pay the Henry M. Wheeler mortgage, but he refused to have any thing to do with the Samuel G. Wheeler mortgage. Mr. Carpenter has verbally promised to pay me the amount of the Henry M. Wheeler mortgage, provided he recovers the amount of his insurance against the Providence Washington Insurance Company. And I consider him liable to pay if he does not recover.

EPENETUS REED.

It is understood that in the several objections made by the plaintiff's counsel to the defendants' interrogatories, he is to have the same right to urge any grounds of objection as if he particularly specified his grounds of objection here.

Cross Examined by John Gaul, Jun., Esq., counsel for Plaintiff.

1st Interrogatory. What was the character of the assignment of the policy of insurance obtained from the American Insurance Company by Samuel G. Wheeler or Henry M. Wheeler & Co. to you? Was is absolute or conditional upon its face?

Answer. It was absolute and without condition as far as I remember.

2d Interrogatory. Was you acquainted with Jeremiah Carpenter at that time.

Answer. I was not.

3d Interrogatory. Was there any agreement between you and

Mr. Wheeler at the time the assignment was made other than what was contained in the assignment?

Answer. Nothing more than what was stated in the agreement at the time the assignment was made. There was no understanding between me and either of the Mr. Wheelers, express or implied, as to what was to be done with the policy of insurance or the money to be received thereon in case the Samuel G. Wheeler mortgage should be paid, other than is contained in the agreement. I did not consider the assignment of the policy from Mr. Carpenter to me as having any effect upon the matter one way or the other. I had already the assignment and therefore his could be of no use as I considered. Mr. Carpenter has always refused to pay the Samuel G. Wheeler mortgage. I had no understanding or agreement with Mr. Carpenter that he should ever have any interest in the policy which was assigned to me, either absolute or conditional.

EPENETUS REED.

Fees $5 00.

Papers referred to marked I.

Copy of the original A.

Whereas, I, Samuel G. Wheeler of New York, have this day purchased and received from Egbert Reed, his interest in the real estate and property held by him and Henry M. Wheeler at Glenco, in the town of Livingston, and received from a deed thereof, as will be seen upon reference thereto. And whereas, by arrangements with said Egbert Reed, I have given to Epenetus Reed of Coxackie in Green county, my bond and mortgage upon the interest thus purchased from said Egbert Reed, for the sum of ten thousand dollars, payable in five equal annual installments with interest upon the same at six per cent., as will be seen upon reference thereto. And whereas, a part of the security under said bond and mortgage, depends upon the factory, machinery and buildings, &c., upon the property described in the mortgage. Now therefore, I do hereby, agree with said Epenetus Reed and his representatives, that I will effect a policy of insurance upon the said property in the name of myself, or of myself and Henry M. Wheeler, for the sum of at least ten thousand dollars, and assign the same to him as collateral security to said bond and mortgage, and that I will annually renew the said policy or effect a new one, and keep each assign to said Reed as security, &c., in such a way and manner as that the said property shall be insured for at least the sum of ten thousand dollars, and the policy held by him as collateral security as aforesaid. And that if I neglect so to insure and assign for the space of ten days, after the time when by this agreement, I am bound so to do, then that said Reed may do the same at my expense, and add the premium which he may be compelled to pay, with interest

thereon, to my said bond and mortgage, and collect the same therewith, or I will pay the same to him in such other way as he may desire. The policy to be effected for the first year within twenty days from this date.

In witness whereof, I have hereunto set my hand and seal [L. S.] this 17th October, 1836.

SAMUEL G. WHEELER.

In presence of
JOHN GAUL, jr.

Paper marked A, produced by Epenetus Reed on his examination

ROBERT G. FRARY,
Mayor of Hudson.

UNITED STATES OF AMERICA,
New York Southern District, sc.

In the city in Hudson, in the county of Columbia, in said New York southern district, on the seventeenth day of July, A. D. 1840, then personally appeared before me the undersigned, Epenetus Reed, subscriber to the before written deposition hereto annexed, and after being by me first carefully examined, cautioned and sworn to testify the whole truth, gave the foregoing deposition, which was by me reduced to writing in presence of the deponent, and by the deponent afterwards subscribed in my presence; said deposition was taken at the request of the Providence Washington Insurance Company, a corporation in the State of Rhode Island, in the Rhode Island district, to be used in the trial of an action of the case now depending before the circuit court of the United States of America, next to be holden at Providence in the State of Rhode Island, on the sixteenth day of November, A. D. 1840, wherein Jeremiah Carpenter, now of Kinderhook, in the said New York southern district is plaintiff, and the said Providence Washington Insurance Company are defendants, and the reason of taking the aforesaid deposition is, because the aforesaid Epenetus Reed lives at a greater distance than one hundred miles from the place of trial of the aforesaid case; and I further certify, that the place of residence of the aforesaid Jeremiah Carpenter, is less than twenty miles from the place of caption hereof, and that he was duly notified. That Thursday the sixteenth day of July, A. D. 1840, at two o'clock in the afternoon, at the office of Jorden & Palen, was appointed as the time and place of taking the deposition of said Epenetus Reed, as will appear by the notification and return of the officer thereon, hereto annexed. And I further certify, that the parties in the aforesaid case, and their respective counsel appeared at the time and place aforesaid, but that the said Reed did not appear, and it was then agreed by the parties in said case and their counsel respectively, that the time for the taking of the deposition of said Reed, should be adjourned to this seventeenth day

of July, A. D. 1840, at the same place aforesaid, at which time and place the said deposition of said Reed was taken as aforesaid, and the said Jeremiah Carpenter and his counsel were present at the taking thereof, and put interrogatories to the deponent. And I further certify, that the paper marked A, attached to the deposition of this deponent, and indorsed on the margin thereof by me, is a true copy of the original paper produced by said deponent on his examination. And I further certify, that I am not of counsel or attorney to either of the parties aforesaid, nor am I interested in the event of the aforesaid cause.

Attest, ROBERT G. FRARY,
Mayor of Hudson.

Paper J.

Deposition of William Gardner.

I, William Gardner of the town of Taghkamick county of Columbia, and State of New York, being first duly engaged and sworn on oath, say in answer to interrogatories put to me by Peter Pratt, Esq., attorney for the Providence Washington Insurance Company.

I was at the fire which consumed the Glenco Factory, in the town of Livingston. It was in April 1839. Had a conversation with Jeremiah Carpenter about the amount of property which would probably be consumed, I said it was not discouraging to him, as he was young and had business habits, and if all was lost, he might begin the world anew with hope of success. He replied it was not so bad for him, as if there was no insurance on the property. There was an insurance of twenty-one thousand dollars on the property. Fifteen thousand dollars of that insurance belonged to him. Also a policy of six thousand dollars, was held or owned by Epenetus Reed, as collateral security. Had further conversation afterwards, relative to the genuineness of his policy. He then told me he was short of money to purchase as much cotton as would last until the opening of the river; and had made up his mind not to pay the premium, and renew the policy that fall or autumn. On a second reflection, concluded from the fact that factories having frequently been burned after their policies had run out, to renew the policy, and accordingly went or sent to Rhode Island and paid the premium for renewal of policy. Mr. Carpenter shewed me his statement of loss after the fire. I think I asked him previous to his shewing his statement, what he prized his buildings at. His answer was five thousand dollars.

And further the deponent saith not on directs examination.

WILLIAM GARDNER.

The counsel for Mr. Carpenter objected to the foregoing testimony previous to its being taken, and the whole was taken subject to such objection. That portion of the testimony was particu-

larly objected to in which it is attempted by the counsel for the defendants to shew how the six thousand dollars policy of insurance was held by Mr. Reed. It was claimed by the counsel for Mr. Carpenter that that could only be shewn by the within instrument under which Mr. Reed held the same.

ROBERT G. FRARY,
Mayor of Hudson.

Cross-Examined by John Gaul, Jun., Esq., counsel for Mr. Carpenter.

The building was mostly burned down before I had any conversation with Mr. Carpenter. There was much bustle and confusion at the time, as the little chapel or lecture room was discovered to be on fire.

Mr. Carpenter was considerably agitated and excited at the time. Nothing was said as to what the six thousand dollar policy was collateral to.

WILLIAM GARDNER.

Fees $3 00.

UNITED STATES OF AMERICA,
New York, Southern District, sc.

In the city of Hudson, in the county of Columbia, in the said New York southern district, on the sixteenth day of July, A. D. 1840, there personally appeared before me, the undersigned, William Gardner, subscriber to the before written deposition hereto annexed, and after being by me first carefully examined, cautioned, and sworn to testify the whole truth, gave the foregoing deposition, which was by me reduced to writing in presence of the deponent, and by the deponent afterwards subscribed in my presence. Said deposition was taken at the request of the Providence Washington Insurance Company, a corporation in the State of Rhode Island, in the Rhode Island district, to be used in the trial of an action of the case now pending before the circuit court of the United States of America, next to be holden at Providence, in the said Rhode Island district, on the sixteenth day of November, A. D. 1840, wherein Jeremiah Carpenter, now of Kinderhook, in said New York southern district, is plaintiff, and the said Providence Washington Insurance Company are defendants, and the reason of taking the aforesaid deposition is because the aforesaid William Gardner lives at a greater distance than one hundred miles from the place of trial of the aforesaid case. And I further certify that the place of residence of the said Jeremiah Carpenter is less than twenty miles from the place of caption hereof, and that he was duly notified of the time and place of taking this deposition, as will appear by the notification and the officer's return thereon hereto annexed. And that said Jeremiah Carpenter, by himself and his counsel, were present at the taking and caption of the aforesaid deposition, and

put interrogatories to the deponent. And I further certify that I am not of counsel or attorney to either of the parties aforesaid, nor am I interested in the event of the aforesaid cause.

Attest: ROBERT G. FRARY,
Mayor of Hudson.

STATE OF NEW YORK, *City of New York, sc.*

I hereby certify that Robert G. Frary is at the date of this certificate mayor of the city of Hudson.

Witness my hand and the seal of the said city of Hudson, this seventeenth day of July, one thousand eight hundred and forty.

[L. S.]

GEORGE GARDNER,
Clerk of the City of Hudson.

Paper K.

GLENCO, *September* 26, 1838.

W. S. GREENE.

DEAR SIR: Above I hand you sight draft on Messrs. Breknell & Son for $243 75, being amount premium on my policy for one year from 27th. Please send me renewal receipt.

Yours, &c.,
J. CARPENTER.

Direct Hudson.

Paper L.

PROVIDENCE WASHINTON INSURANCE OFFICE,
May 3*d*, 1838.

Information being received by letter from Mr. Samuel G. Wheeler, dated Paterson, 28th April, 1838, that H. M. Wheeler & Co. have sold their entire interest in the "Glenco Mill" to Mr. Jeremiah Carpenter, and that he is now the sole owner of the property. It is in consequence thereof agreed that the risk assumed by this policy continue for account of said Jeremiah Carpenter in lieu of H. M. Wheeler & Co., and in case of loss the amount to be paid said Carpenter. The original policy not being at hand, this endorsement is not put thereon.

SULLIVAN DORR,
President.

WARREN S. GREENE,
Secretary.

Paper M.

PROVIDENCE WASHINTON INSURANCE OFFICE,
May 4th, 1838.

SAM'L. G. WHEELER, Paterson, N. J.

DEAR SIR: Your letter of the 28th ult. is at hand, and contents noticed. Annexed you have a copy of an endorsement made in

the record of policy on Glenco Mill, transferring the risk for account of Mr. J. Carpenter agreeable to your request.

In behalf of the company, respectfully yours,

WARREN S. GREENE,
Secretary.

Papers referred to marked P.

No. 2135.

$15,000 1 5-8 per cent., $243 75.

PROVIDENCE WASHINGTON INSURANCE COMPANY.

By this policy of insurance, the Providence Washington Insurance Company, in consideration of two hundred and forty-three 75-100 dollars, to them paid by the insured herein after named, the receipt whereof is hereby acknowledged, do insure Egbert Reed & Co., against loss or damage by fire, to the amount of fifteen thousand dollars on their main factory building and weave shop adjoining, and on the fixtures, machinery, and stock contained therein, said buildings built of wood, situate in the town of Livingston, Columbia county, State of New York, called the "Glenco Cotton Factory." It is understood that the weave shop is not yet completed, and that the machinery is not yet in it, but is to be soon, when this policy is to attach on the same as though it were now in, and this insurance is made with reference to their proposal for the same, No. 2135.

September 28, 1836. It is agreed that in case of loss on this policy the amount shall be paid to James J. A. Bruce.

And the said company do hereby promise and agree to make good unto the said insured, their executors, administrators, and assigns, all such loss or damage, not exceeding in amount the sum insured, as shall happen by fire to the property as above specified, during one year, to wit, from the seventeenth day of September, one thousand eight hundred and thirty-five, (at twelve o'clock at noon) unto the seventeenth day of September, one thousand eight hundred and thirty-six, (at twelve o'clock at noon) the said loss to be estimated according to the true and actual value of the said property at the time the same shall happen; and to be paid within sixty days after due notice and proof thereof made by the insured, in conformity to the conditions annexed to this policy. Provided always, and it is hereby declared, that this corporation shall not be liable to make good any loss or damage by fire, which may happen or take place by means of any invasion, insurrection, riot, or civil commotion, or of any military or usurped power. And provided further, that in case the insured shall have already any other insurance against loss by fire on the property hereby insured, not notified to this corporation, and mentioned in or endorsed upon this policy, then this insurance shall be void and of no effect. And if the said insured, or their assigns, shall hereafter make any others

insurance on the same property, and shall not, with all reasonable diligence, give notice thereof to this corporation, and have the same endorsed on this instrument, or otherwise acknowledged by them in writing, this policy shall cease and be of no further effect. And in case of any other insurance upon the property hereby insured, whether prior or subsequent to the date of this policy, the insured shall not, in case of loss or damage, be entitled to demand or recover on this policy, any greater portion of the loss or damage sustained than the amount hereby insured shall bear to the whole amount insured on the said property. And it is agreed and declared to be the true intent and meaning of the parties hereto, that in case the above mentioned premises shall at any time after the making, and during the time this policy would otherwise continue in force, be appropriated, applied, or used, to and for the purpose of carrying on, or exercising therein, any trade, business, or vocation, denominated hazardous or extra hazardous, or specified in the memorandum of special rates, in the proposals annexed to this policy, or for the purpose of storing therein any of the articles, goods, or merchandise, in the same proposals denominated hazardous or extra hazardous, or included in the memorandum of special rates, unless herein otherwise specially provided for, or hereafter agreed by this corporation, in writing, to be added to or endorsed upon this policy, then and from thenceforth, so long as the same shall be so appropriated, applied or used, these presents shall cease and be of no force or effect. And it is moreover declared, that this insurance is not intended to apply to or cover any books of account, written securities, deeds, or other evidences of title to lands, nor to bonds, bills, notes, or other evidences of debt, nor to money or bullion. And that this policy is made and accepted in reference to the proposals and conditions hereto annexed, which are to be used and resorted to, in order to explain the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for.

☞ This insurance (the risk not being changed) may be continued for such further term as shall be agreed on, provided the premium therefor is paid, and endorsed on this policy, or a receipt given for the same. ☞ The interest of the insured in this policy is not assignable, unless by consent of this corporation, manifested in writing; and in case of any transfer or termination of the interest of the insured, either by sale or otherwise, without such consent, this policy shall from thenceforth be void and of no effect.

In witness whereof, the Providence Washington Insurance Company have caused these presents to be signed by their President, and attested by their secretary, in Providence, this nineteenth day of September, in the year of our Lord one thousand eight hundred and thirty-five.

Signed RICHD. JACKSON,
President.

Attested: Signed
C. H. DABNEY, *Sec'y.*

WASHINGTON INSURANCE OFFICE,
PROVIDENCE,, *October* 13, 1837.

Having been informed by J. J. A. Bruce, per his letter of 27th October, 1836, that E. Read & Co., have transferred their interest in the within insured property to Henry M. Wheeler & Co., it is agreed that the risk assumed by this policy be continued for account of the latter firm.

Signed RICHARD JACKSON,
President.

W. S. GREENE, *Sec'y.*

Proposals by the Providence Washington Insurance Company, for insuring houses, manufactories, buildings, goods, machinery and merchandise, from loss or damage by fire.

CLASSES OF HAZARDS AND RATES OF ANNUAL PREMIUMS.

1*st Class of Hazards*—Buildings of brick or stone, covered with tile, slate or metal, the doors and windows of solid iron	22 cents per $100
2*d Class of Hazards*—Buildings of brick or stone, covered with tile, slate or metal	25 cents per $100
3*d Class of Hazards*—Buildings of brick or stone, roofs three-fifths of tile, slate or metal, the rest shingled	30 cents per $100
4*th Class of Hazards*—Buildings of brick or stone, covered with wood	37½ cents per $100
5*th Class of Hazards*—Buildings of frame, filled in with brick, the front entirely of brick	50 cents per $100
6*th Class of Hazards*—Frame buildings, filled in with brick	62½ cents per $100
7*th Class of Hazards*—Frame buildings, hollow walls, with brick front	70 cents per $100
8*th Class of Hazards*—Buldings entirely of wood	75 a 100 cents per $100

Not Hazardous.—Goods not hazardous are to be insured at the same rates as the buildings in which they are contained, and are such as are usually kept in dry goods stores, including also household furniture and linen, cotton in bales, coffee, flour, indigo, potash, rice, teas, sugars, spices, paints ground in oil, and threshed grain.

Hazardous.—The following trades, goods, wares and merchandise, are considered hazardous, and are charged with an additional

premium—booksellers' stock, chair makers, chocolate makers, confectioners, china, glass and earthenware in packages, flax, hemp, jewellers' stock, milliners, musical instrument sellers' stock, oil, pitch, pictures and prints, sailmakers, ship chandlers, spirituous liquors, saltpetre, tar, turpentine, tavern keepers, tobacco manufacturers, and watchmakers' stock.

Extra Hazardous.—The following trades, and occupations, goods, wares and merchandise, are deemed extra hazardous, and will be charged with a still greater additional premium, viz :—Aqua fortis, apothecaries or druggists, boat builders, coach makers, cabinet makers, carpenters, in their own shops, or buildings erecting or repairing, chemists, china, glass and earthenware unpacked, and buildings in which the same are packed, coopers, dyers, ether, founders, fodder and grain unthreshed, hay, musical instrument makers, spirits of turpentine, straw, soap boilers, and tallow chandlers, and all manufactories requiring the use of fire heat. ☞ Gunpowder is not insurable unless by special agreement.

Special.—Mem. Bakeries, breweries, book binderies, distilleries, fulling-mills, grist-mills, malt-houses, paper-mills, printing-offices, sugar-refineries, and saw-mills, will be insured at special rates of premium.

Country Houses.—N. B. Country houses, standing detached from other buildings, though of the 6th, 7th or 8th class, will be insured at 50 cents per one hundred dollars. Barns and stables in the country, at 75 cents ditto ditto.

Ships in port, or their cargoes, and ships building or repairing, may be insured against fire.

Conditions of Insurance.

I. Applications for insurance on property out of the town of Providence, must be in writing, and specify the construction and materials of the building to be insured, or containing the property to be insured; by whom occupied; whether as a private dwelling or how otherwise; its situation with respect to contiguous buildings, and their construction and materials; whether any manufactory is carried on within or about it; and in case of goods and merchandise, whether or not they are of the description denominated hazardous or extra hazardous. And if any person insuring any building or goods, shall describe the same otherwise than as they really are, so that the same be insured at less than the usual rate of premium, such insurance shall be void and of no effect.

II. No insurance, whether original or continued, shall be considered as binding, until the actual payment of the premium.

III. Goods held in trust, or on commission, are to be declared and insured as such; otherwise the policy will not cover such property.

IV. Policies of insurance made by this company, shall not be assignable without the consent of the company, expressed by endorsement thereon.

V. Notice of all previous insurances upon property insured by this company, shall be given to them, and endorsed on this policy or otherwise acknowledged by the company in writing, at or before the time of their making insurance thereon; otherwise, the policy made by this company shall be of no effect. And in case of subequent insurances, on property insured by this company, notice thereof must also, with all reasonable diligence, be given to them, to the end that such subsequent insurance may be endorsed on the policy made by this company, or otherwise acknowledged in writing; in default whereof, such policy shall thenceforth cease and be of no effect. And in case of loss, this company shall be liable for such rateable proportion of loss or damage happening to the subject insured, as the amount insured by this company shall bear to the whole amount insured thereon, without reference to the dates of the different policies.

VI. This company will be liable for losses on property burnt by lightning, but not for any loss or damage by fire, happening by means of any invasion, insurrection, riot, or civil commotion, or of any military or usurped power.

VII. Books of account, written securities, or evidences of debt, title deeds, writings, money or bullion, are not deemed objects of insurance.

VIII. Jewels, plate, medals, paintings, statury, sculptures, and curiosities, are not deemed to be included in any insurance, unless specified in the policy.

IX. All persons insured by this company, and sustaining loss or damage by fire, are forthwith to give notice thereof to the company; and as soon after as possible to deliver in a particular account of such loss or damage, signed with their own hands, and verified by their oath or affirmation, and also, if required, by their books of account and other proper vouchers; they shall also declare on oath, whether any and what other insurance has been made on the same property, and procure a certificate under the hand of a magistrate, notary public, or clergyman, (most contiguous to the place of the fire, and not concerned in the loss) that they are acquainted with the character and circumstances of the person or persons injured; and that, having investigated the circumstances in relation to such loss, do know or verily believe, that he, she, or they, really, and by misfortune, and without fraud or evil practice, hath or have sustained by such fire, loss and damage to the amount therein mentioned; and, until such proofs, declarations, and certificates are produced, the loss shall not be payable—Also, if there appear any fraud, or false swearing, the claimant shall forfeit all claim by virtue of this policy.

X. Payment of losses shall be made in sixty days after the loss shall have been ascertained and proved, without any deduction whatever; and in case differences shall arise, touching any loss or damage, it may be submitted to the judgment of arbitrators, indif-

ferently chosen, whose award in writing shall be binding on the parties.

XI. Insurance may be made for seven years, by paying the premium for six years, and for a less number of years than seven, a reasonable discount shall be allowed.

XII. Insurance once made, may be continued for such further term as may be agreed on, the premium therefor being paid and endorsed on the policy, or a receipt being given for the same; and they shall be considered as continued under the original representation in so far as it may not be varied by a new representation in writing, which in all cases it shall be incumbent on the party insured to make, where the risk has been changed, either within itself, or by the surrounding or adjacent buildings.

Paper R.

Copy.

No. 3002.

$15,000 a 1 5-8 per cent., $243 75.

PROVIDENCE WASHINGTON INSURANCE COMPANY.

By this policy of insurance, the Providence Washington Insurance Company, in consideration of two hundred and forty-three 75-100 dollars to them paid by the insured hereinafter named, the receipt whereof is hereby acknowledged, do insure Henry M. Wheeler & Co. against loss or damage by fire, to the amount of fifteen thousand dollars, on their main factory building and weave shop adjoining, and on the fixtures, machinery, and stock contained therein; said buildings built of wood, situate in the town of Livingston, Columbia county, State of New-York, called the "Glenco cotton factory," and this insurance is made with reference to the proposal on which policy No. 2135, was issued. Loss, if any, payable to Samuel G. Wheeler.

And the said company do hereby promise and agree to make good unto the said insured, their executors, administrators, and assigns, all such loss or damage, not exceeding in amount the sum insured, as shall happen by fire to the property as above specified, during one year, to wit, from the twenty-seventh day of September, one thousand eight hundred and thirty-seven, (at twelve o'clock at noon,) unto the twenty-seventh day of September, one thousand eight hundred and thirty-eight, (at twelve o'clock at noon,) the said loss to be estimated according to the true and actual value of the said property at the time the same shall happen, and to be paid within sixty days after due notice and proof thereof made by the insured, in conformity to the conditions annexed to this policy. Provided always, and it is hereby declared, that this corporation shall not be liable to make good any loss or damage by fire, which

may happen or take place by means of any invasion, insurrection, riot, or civil commotion, or of any military or usurped power. And provided further, that in case the insured shall have already any other insurance against loss by fire on the property hereby insured, not notified to this corporation, and mentioned in or endorsed upon this policy, then this insurance shall be void and of no effect. And if the said insured, or their assigns, shall hereafter make any other insurance on the same property, and shall not, with all reasonable diligence, give notice thereof to this corporation, and have the same endorsed on this instrument, or otherwise acknowledged by them in writing, this policy shall cease and be of no further effect. And in case of any other insurance upon the property hereby insured, whether prior or subsequent to the date of this policy, the insured shall not, in case of loss or damage, be entitled to demand or recover on this policy any greater portion of the loss or damage sustained than the amount hereby insured shall bear to the whole amount insured on the said property. And it is agreed and declared to be the true intent and meaning of the parties hereto, that in case the abovementioned premises shall at any time after the making, and during the time this policy would otherwise continue in force, be appropriated, applied, or used, to and for the purpose of carrying on, or exercising therein, any trade, business, or vocation, denominated *hazardous* or *extra hazardous*, or specified in the memorandum of special rates, in the proposals annexed to this policy, or for the purpose of storing therein any of the articles, goods, or merchandise, in the same proposals denominated *hazardous* or *extra hazardous*, or included in the memorandum of special rates, unless herein otherwise specially provided for, or hereafter agreed by this corporation, in writing, to be added to or endorsed upon this policy, then and from thenceforth, so long as the same shall be so appropriated, applied, or used, these presents shall cease and be of no force or effect. And it is moreover declared, that this insurance is not intended to apply to or cover any books of account, written securities, deeds, or other evidence of title to lands, nor to bonds, bills, notes, or other evidences of debt, nor to money or bullion. And that this policy is made and accepted in reference to the proposals and conditions hereto annexed, which are to be used and resorted to, in order to explain the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for.

☞ This insurance (the risk not being changed) may be continued for such further term as shall be agreed on, provided the premium therefor is paid, and endorsed on this policy, or a receipt given for the same. ☞ The interest of the insured in this policy is not assignable, unless by consent of this corporation, manifested in writing; and in case of any transfer or termination of the interest of the insured, either by sale or otherwise, without such consent, this policy shall from thenceforth be void and of no effect.

In witness whereof, the Providence Washington Insurance Com-

pany have caused these presents to be signed by their president, and attested by their secretary, in Providence, this twenty-seventh day of September, in the year of our Lord one thousand eight hundred and thirty-seven.

Signed RICHARD JACKSON,
President.

Attested: Signed
WARREN S. GREENE, *Secretary.*

PROVIDENCE WASHINGTON INSURANCE OFFICE.
December 15, 1837.

Samuel G. Wheeler informs, by letter to this company, dated Paterson, December 13, 1837, that he has sold his half of the Glenco mill to Jeremiah Carpenter. It is, in consequence thereof, agreed, that the risk assumed by this policy, for account of Samuel G. Wheeler, continue for account of said Jeremiah Carpenter, in lieu of said Wheeler; the original policy not being at hand, this endorsement is not put thereon.

RICHARD JACKSON, *President.*
WARREN S. GREENE, *Secretary.*

PROVIDENCE WASHINGTON INSURANCE OFFICE,
May 3, 1838.

Information being received, by letter from Mr. Samuel G. Wheeler, dated Paterson, April 28, 1838, that H. M. Wheeler & Co. have sold their entire interest in the "Glenco mill" to Mr. Jeremiah Carpenter, and that he is now the sole owner of the property, it is in consequence thereof, agreed, that the risk assumed by this policy continue for account of said Jeremiah Carpenter, in lieu of H. M. Wheeler & Co., and in case of loss, the amount to be paid said Carpenter. The original policy not being at hand, this endorsement is not put thereon.

SULLIVAN DORR, *President.*
WARREN S. GREENE, *Secretary.*

Proposals by the Providence American Insurance Company, for Insuring Houses, Manufactories, Buildings, Goods, Machinery and Merchandize, from loss or damage by Fire.

CLASSES OF HAZARDS AND RATES OF ANNUAL PREMIUMS.

1st class of hazards.—Buildings of brick or stone, covered with tile, slate, or metal, the doors and windows of solid iron - - - - 22 cents per $100

2d class of hazards.—Buildings of brick or stone, covered with tile, slate or metal -	25 cents per $100
3d class of hazards.—Buildings of brick or stone, roofs three-fifths of tile, slate or metal, the rest shingled - - -	30 cents per $100
4th class of hazards.—Buildings of brick or stone, covered with wood - -	37½ cents per $100
5th class of hazards.—Buildings of frame, filled in with brick, the front entirely brick - - - - -	50 cents per $100
6th class of hazards.—Frame buildings, filled in with brick - - - -	62½ cents per $100
7th class of hazards.—Frame buildings, hollow walls, with brick front - -	70 cents per $100
8th class of hazards.—Buildings entirely of wood - - - - -	75 to 100 cts. pr $100

Not hazardous.—Goods *not hazardous* are to be insured at the same rates as the buildings in which they are contained, and are such as are usually kept in dry-goods stores; including also household furniture and linen, cotton in bales, coffee, flour, indigo, potash, rice, teas, sugars, spices, paints ground in oil, and threshed grain.

Hazardous.—The following trades, goods, wares and merchandize are considered *hazardous*, and are charged with an additional premium: booksellers' stock, chair makers, chocolate makers, confectioners, china, glass and earthenware in packages, flax, hemp, jewellers' stock, milliners, musical instrument sellers' stock, oil, pitch, pictures and prints, sail makers, ship chandlers, spirituous liquors, saltpetre, tar, turpentine, tavern-keepers, tobacco manufacturers and watchmakers' stock.

Extra hazardous.—The following trades and occupations, goods, wares and merchandize are deemed *extra hazardous*, and will be charged with a still greater additional premium, viz: aqua fortis, apothecaries or druggists, boat builders, coach makers, cabinet makers, carpenters, in their own shops, or buildings erecting or repairing, chemists, china, glass and earthenware unpacked, and buildings in which the same are packed, coopers, dyers, ether, founders, fodder and grain unthreshed, hay, musical instrument makers, spirits of turpentine, straw, soap boilers and tallow chandlers, and all manufactories requiring the use of fire heat. ☞Gunpowder is not insurable unless by special agreement.

Special.—Mem. bakeries, breweries, book binderies, distilleries, fulling-mills, grist-mills, malt-houses, paper-mills, printing offices, sugar refineries and saw-mills will be insured at special rates of premium.

Country houses.—N. B. Country houses, standing detached from other buildings, though of the 6th, 7th or 8th class, will be insured at 50 cents per one hundred dollars. Barns and stables in the country at 75 cents ditto ditto.

Ships in port, or their cargoes, and ships building or repairing, may be insured against fire.

Conditions of Insurance.

I. Applications for insurance on property out of the town of Providence, must be in writing, and specify the construction and materials of the building to be insured, or containing the property to be insured; by whom occupied; whether as a private dwelling or how otherwise; its situation with respect to contiguous buildings, and their construction and materials; whether any manufactory is carried on within or about it; and in case of goods and merchandize whether or not they are of the description denominated hazardous or extra hazardous. And if any person insuring any building or goods shall describe the same otherwise than as they really are, so that the same be insured at less than the usual rate of premium, such insurance shall be void and of no effect.

II. No insurance, whether original or continued, shall be considered as binding, until the actual payment of the premium.

III. Goods held in trust or on commission are to be declared and insured as such; otherwise the policy will not cover such property.

IV. Policies of insurance made by this company shall not be assignable without the consent of the company, expressed by endorsement thereon.

V. Notice of all previous insurances upon property insured by this company shall be given to them, and endorsed on this policy, or otherwise acknowledged by the company in writing, at or before the time of their making insurance thereon; otherwise the policy made by this company shall be of no effect. And in case of subsequent insurances on property insured by this company, notice thereof must also, with all reasonable diligence, be given to them, to the end that such subsequent insurance may be endorsed on the policy made by this company, or otherwise acknowledged in writing; in default whereof, such policy shall thenceforth cease and be of no effect. And in case of loss, this company shall be liable for such rateable proportion of loss or damage happening to the subject insured, as the amount insured by this company shall bear to the whole amount insured thereon, without reference to the dates of the different policies.

VI. This company will be liable for losses on property burnt by lightning, but not for any loss or damage by fire happening by means of any invasion, insurrection, riot or civil commotion, or of any military or usurped power.

VII. Books of account, written securities, or evidences of debt, title deeds, writings, money or bullion, are not deemed objects of insurance.

VIII. Jewels, plate, medals, paintings, statuary, sculptures, and curiosities, are not deemed to be included in any insurance, unless specified in the policy.

IX. All persons insured by this company, and sustaining loss or damage by fire, are forthwith to give notice thereof to the company; and as soon after as possible to deliver in a particular account of such loss or damage, signed with their own hands, and verified by their oath, or affirmation, and also if required, by their books of account and other proper vouchers; they shall also declare on oath, whether any and what other insurance has been made on the same property, and procure a certificate under the hand of a magistrate, notary public, or clergyman, (most contiguous to the place of the fire, and not concerned in the loss) that they are acquainted with the character and circumstances of the person or persons injured; and that having investigated the circumstances in relation to such loss, do know or verily believe, that he, she, or they, really and by misfortune, and without fraud or evil practice, hath or have sustained by such fire, loss and damage, to the amount therein mentioned, and until such proofs, declarations and certificates are produced, the loss shall not be payable: Also, if there appear any fraud, or false swearing, the claimant shall forfeit all claim by virtue of this policy.

X. Payment of losses shall be made in sixty days after the loss shall have been ascertained and proved, without any deduction whatever; and in case differences shall arise, touching any loss or damage, it may be submitted to the judgment of arbitrators, indifferently chosen, whose award in writing shall be binding on the parties.

XI. Insurance may be made for seven years by paying the premium for six years, and for a less number of years than seven, a reasonable discount shall be allowed.

XII. Insurance once made, may be continued for such further term as may be agreed on, the premium therefor being paid and endorsed on the policy, or a receipt being given for the same; and they shall be considered as continued under the original representation, in so far as it may not be varied by a new representation in writing, which in all cases it shall be incumbent on the party insured to make, where the risk has been changed either within itself, or by the surrounding or adjacent buildings.

Letters referred to in Policy R.

PATERSON, 1st December, 1837.

WARREN S. GREENE, ESQ., *Sec'y. Prov. Wash. Ins. Co.*

Dear Sir:—We have insured at your office $15,000 on Paterson Bleaching Co. works, $2,000 on machinery and $13,000 on goods. I wish to have the risk divided as follows, viz: $4,000 on machinery, $3,000 on the building (wooden) occupied as dry sheds, basement of the largest one occupied as printing room, and $8,000 on goods — on any part of the premises — the 2d story of the main building, which is of stone, we have just fitted up as a printing

room with 1 or 2 printing machines for printing cotton goods, also sattinets and casimeres. You will please note this on our policy and give us your permission for the alteration — have sold my half of the Glenco mills (H. M. Wheeler & Co.) to my son-in-law Jeremiah Carpenter, he and my brother H. M. Wheeler are now the sole owners of the mill, please give me permission to assign my interest in policy on these mills to Mr. Carpenter.

Your early reply will oblige,

Respectfully your friend,

SAMUEL G. WHEELER.

PATERSON, 28th April, 1838.

WARREN S. GREENE, ESQ., *Sec'y. Prov. Wash. Ins. Co.*

Dear Sir: — When sending you policy on Beaver Mill Co. to be transferred to Minus Co., I forget to name that my brother and myself have sold the Glenco mill to Mr. Jeremiah Carpenter, (my son-in-law) who is now the sole owner of that property and he has gone there to live and to superintend the works. We had a policy of insurance on that mill $15,000, expires 27th September next, in case of loss payable to me; please give the consent of your company to assign an interest in that policy to Mr. Carpenter, in case of loss payable to him.

Respectfully your friend,

SAML. G. WHEELER.

Directed to
WARREN S. GREENE, ESQ., *Sec'y. Prov. Wash. Ins. Co.*
Providence R. I.

Petition for Writ of Error.

RHODE ISLAND DISTRICT, *sc.*,
Circuit Court of the United States.

In the Case.

JEREMIAH CARPENTER,
vs.
PROVIDENCE WASHINGTON INSURANCE CO.

To the Hon. John Pitman, Judge of the United States for said Rhode Island District.

The said Jeremiah Carpenter respectfully represents, that at the last November term of said circuit court, judgment was rendered against him in favor of the defendants in said cause upon the verdict of the jury thereon — that the said plaintiff excepted to the charge of the court to the jury as fully appears in the bill of exceptions filed in said cause.

Whereupon he prays that a writ of error may be allowed in said cause, returnable to the next term of the Supreme Court of the United States, holden at the city of Washington on the second Monday of January A. D. 1841.

JEREMIAH CARPENTER, by
JOHN WHIPPLE, *his Attorney.*

I aknowledge notice of the above citation.

PROVIDENCE WASHINGTON INSURANCE CO.,
By R. W. GREENE,
Their Attorney.

January 16, 1841.

Let the writ of error issue as is within prayed for, the defendant filing a sufficient bond in the penal sum of five hundred dollars, with the usual condition for the prosecution of the said writ of error and the payment of costs, said bond to be filed when the citation is signed by one of the judges of the said circuit court agreeably to the statute in such case provided.

To the clerk of the Circuit Court U. S.
for Rhode Island District.

JOHN PITMAN,
District Judge R. I. District.

Bond.

Know all men by these presents, that we, John Whipple and George Rivers of Providence in the State of Rhode Island are held and firmly bound unto the Providence Washington Insurance Company in the sum of five hundred dollars, to be paid to the said Providence Washington Insurance Company or their assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated at Providence the sixteenth day of January in the year of our Lord one thousand eight hundred and forty-one.

The condition of this obligation is such, that whereas Jeremiah Carpenter has prayed for a writ of error to carry up to the Supreme Court of the United States, a certain cause which was determined at the circuit court of the United States for the district of Rhode Island, holden at said Providence on the sixteenth day of November last. Now if the said Jeremiah Carpenter the plaintiff in said case, shall prosecute said writ of error to effect before said Supreme Court of the United States, or in default thereof shall pay all costs that he shall be adjudged to pay in the premises, then this obligation to be void.

Signed, sealed and delivered in
presence of us, JOHN WHIPPLE. [L. S.]
GEORGE RIVERS. [L. S.]

JOHN T. PITTMAN.
Witness to signature of G. Rivers,
JOSEPH B. WHEATON.

And afterwards to wit, on the nineteenth day of January in the year of our Lord one thousand eight hundred and forty-one, the aforesaid Jeremiah Carpenter by his attornies aforesaid produced to the said circuit court here, the writ of the United States of America for the correcting of errors of, and upon the premises, commanding the record and proceedings of the Judgment aforesaid, so aforesaid rendered, with all things concerning the same to be transmitted to the Supreme Court of the United States holden at the city of Washington on the second Monday in January next, which said writ of error is hereto annexed and is in the words and tenor following, to wit:

UNITED STATES, *sc.*

The President of the United States of America, to the Judges of the Circuit Court of said United States within and for the Rhode Island District, greeting:

Because, that, in the record and process, and also in the rendering of judgment in a suit before you or some of you, between Jeremiah Carpenter, of Paterson, in the State of New Jersey, a citizen of the State of New Jersey, plaintiff, and the Providence Washington Insurance Company, a company duly incorporated by the Legislature of the State of Rhode Island, &c., and all the stockholders of which are citizens of said State of Rhode Island and Providence Plantations, defendants, in an action of the case, a manifest error has intervened, to the great damage of the said plaintiff, as has in his complaint been stated; and it is just and proper that the error, if any there be, should be corrected in due manner, and that full and speedy justice should be done to the parties aforesaid in this behalf.

You are hereby commanded, that if judgment thereof be given, then, under your seal, you do distintly and openly send the record and process in the suit aforesaid, with all things concerning them, and this writ, so that you have the same before the Chief Justice and the Associate Justices of the Supreme Court of the United States, on the second Monday of January instant, at Washington, being the present seat of the National Government, that the record and process aforesaid being inspected, they may cause to be done thereupon what of right ought to be done.

Witness the honorable Roger B. Taney, our Chief Justice of the Supreme Court, this nineteenth day of January, in the year of our Lord one thousand eight hundred and forty-one, and of the Independence of the United States the sixty-fifth.

JOHN T. PITMAN,
Clerk Circuit Court.

January 20, 1841. Allowed.

JOHN PITMAN,
District Judge U. S. for R. I. Dist.

RHODE ISLAND DISTRICT, *sc.*

The United States of America, to the Providence Washington Insurance Company, greeting -

You are hereby cited and admonished to appear at a Supreme Court of the United States, holden at the city of Washington, on the second Monday in January instant, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the first circuit in and for the Rhode Island district, wherein Jeremiah Carpenter is plaintiff in error, and you the said Providence Washington Insurance Company are defendants in error, to show cause, if any there be, why the judgment rendered against the said Jeremiah Carpenter in the said writ of error mentioned should not be corrected,, and why speedy justice should not be done to the parties in that behalf.

Witness my hand and seal, this twenty-second day of Janu-
[L. S.] ary, A. D. one thousand eight hundred and forty-one.

JOHN PITMAN,
District Judge U. S. for R. I. Dist.

UNITED STATES OF AMERICA,
Rhode Island District, sc.

Providence, January 27th, 1841. This day made service of this citation by reading the within in the presence and hearing of Sullivan Dorr, president, and Joseph W. Greene, secretary, of the Providence Washington Insurance Company, and I have also served Richard W. Greene, attorney on the record to the said Insurance Company, with a true and attested copy hereof, all which as commanded.

BURRINGTON ANTHONY,
United States Marshal.

Fees: 3 services		$6 00
Copy	-	50
Travel	-	10
		$6 60

RHODE ISLAND DISTRICT, *sc.*

CLERK'S OFFICE CIRCUIT COURT
At Providence, January 26th A. D. 1841.

I, John T. Pitman, clerk of said court, do hereby certify that the preceding one hundred and forty-nine pages contain a true transcript of the record and the preceedings in the case Jeremiah Carpenter *vs.* Providence Washington Insurance Company, now on file in this office, duly compared by me.

In testimony whereof, I have hereto set my hand and affix-
[L. S.] ed the seal of said court on the day and year above written.

JOHN T. PITMAN, *Clerk.*

[REC. LXXXII. J. T. 1841.]—11